



***UPDATED STAFF REPORT 12-6-19**
City of St. Helena
Regular City Council Meeting
Tuesday, December 10, 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. [*Public Comment - Micheli \(*Provided during meeting\)](#)
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. None
7. STAFF BRIEFING
 - 7.1. Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
 - 7.2. Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
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

13 - 19

used to adopt all recommended actions. (Roll Call Vote)

- 8.1. Consideration and proposed approval of Special City Council Meeting Minutes of October 31, 2019 21 - 22

[Special City Council - 31 Oct 2019 - Minutes](#)

- 8.2. Consideration and Approval of a Resolution Terminating the Local Emergency Declared by the City Council on October 31, 2019 23 - 25

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Approve Resolution declaring the termination of a local emergency related to the October 29, 2019 PG&E public safety power shut down.

[Staff Report - Pdf](#)

- 8.3. Consideration and proposed approval of a resolution approving temporary closure of Adams Street and Library Lane between Friday, May 29 at 6:00 p.m. and Sunday, May 31, at 6:00 p.m.; and authorizing possession of open alcoholic beverages on those public streets for the Neighborhood Community Table Event scheduled for Saturday, May 30, 2020, from approximately 5:00 p.m. to 9:00 p.m. 27 - 38

CEQA Determination: Categorically Exempt, Section 15323

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

Recommendation:

Approve Resolution authorizing temporary closure of Adams Street, east of Library Lane from Friday, May 29, 2020 at 6:00 p.m. to Sunday, May 31, 2020 at 6:00 p.m.

[Staff Report - Pdf](#)

- 8.4. Consideration and proposed Resolution (1) accepting the FEMA Hazard Mitigation Grant in the amount of \$485,391.75 for emergency back-up power to the City Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Levee Site; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include CIP Project C20-06 Emergency Back-up Power and authorizing a budget of \$647,189 for C20-06; (3) authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; (4) authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funds being reallocated to C20-06 (5) authorizing the use General Fund reserves and authorizing a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control Site generator; and (6) authorizing the City Manager to execute all grant related documents pertaining to CIP Project C20-06. 39 - 53

CEQA Determination: Exempt from the requirements of CEQA

pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

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

Recommendation:

Adopt a resolution (1) accepting the FEMA Hazard Mitigation Grant in the amount of \$485,391.75 for emergency back-up power to the Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Site; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include CIP Project C20-06 Emergency Back-up Power and authorizing a budget of \$647,189 for C20-06; (3) authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; (4) authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funds being reallocated to C20-06 (5) authorizing the use General Fund reserves and authorizing a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control Site generator; and (6) authorizing the City Manager to execute all grant related documents pertaining to CIP Project C20-06.

[Staff Report - Pdf](#)

- 8.5. Consideration of approval of a Resolution approving out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020 55 - 58

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

Recommendation:

City Staff recommends City Council approve a resolution authorizing out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020.

[Staff Report - Pdf](#)

- 8.6. Consideration and proposed approval of a resolution: (1) authorizing and approving classification and compensation study recommendations for St. Helena Employee Association (SHEA); (2) approving classification changes for those miscellaneous members recommended for a reclassification as noted on the publicly available salary schedules; (3) authorizing and approving implementation of compensation adjustments for all SHEA employees to be within 7.5% of the market median study, effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; (4) duly approving and adopting publicly available compensation schedules in accordance with California Code Section 570.5; and (5) approving the amendments to the SHEA Memorandum of Understanding; and (6) adopting all job descriptions for all City employees 59 - 401

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director, Mandy Kellogg, Finance Manager

Recommendation:

Consideration and approval of a resolution (1) authorizing and

approving classification and compensation study recommendations for St. Helena Employee Association (SHEA); (2) approving classification changes for those miscellaneous members recommended for a reclassification as noted on the publicly available salary schedules; (3) authorizing and approving implementation of compensation adjustments for all SHEA employees to be within 7.5% of the market median study, effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; (4) duly approving and adopting publicly available compensation schedules in accordance with California Code Section 570.5; and (6) approving the sixth amendment to the Unrepresented Compensation Program to update Section 1.3 Covered Employees with the new classification recommendations; and (5) adopting all job descriptions for all City employees found in Attachment C

[Staff Report - Consideration and proposed approval of a resolution authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 - Pdf](#)

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|------|---|-----------|
| 8.7. | Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Christopher Hartley and Ratifying the City Manager's Appointment to serve as the Police Chief; and in accordance with California Code Section 54953(c)(3) the recommended final action for Police Chief beginning December 10, 2019 provides for an annual base salary of \$145,869 with the following benefits, use of a City vehicle, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Member formula of 3% at 50, final compensation based on highest 12-month period. | 403 - 429 |
|------|---|-----------|

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Staff recommends the City Council adopt the resolution approving the Employment Agreement with Christopher Hartley and ratifying the City Manager's Police Chief appointment.

[Staff Report - Pdf](#)

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|------|---|-----------|
| 8.8. | Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Maya DeRosa and Ratifying the City Manager's Appointment to serve as the Planning & Building Director; and in accordance with California Code Section 54953(c)(3) the recommended final action for Planning & Building Director beginning January 13, 2020 provides for an annual base salary of \$170,061 with the following benefits, vehicle allowance of \$200 per month, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a New Member (PEPRA) formula of 2% at 62, final compensation based on highest average during a 36 consecutive months period. | 431 - 457 |
|------|---|-----------|

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Staff recommends the City Council adopt the resolution approving the Employment Agreement with Maya DeRosa ratifying the City Manager's Planning and Building Director appointment.

[Staff Report - Pdf](#)

- 8.9. Consideration and proposed approval of a resolution (1) authorizing the City Manager to execute Amendment No. 1 to STH Contract: 2017-059 in the amount of \$54,000 with Mead and Hunt for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment for a total not-to-exceed amount of \$124,000; (2) amending the CIP budget to include Project W18-119 Bell Canyon Spillway Assessment; (3) and authorizing a budget of \$27,000 to design in CIP Project W18-119 with funding available in Fund 763, Water Capital Improvement 459 - 495

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

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council approve a resolution (1) authorizing the City Manager to execute Amendment No. 1 to STH Contract: 2017-059 in the amount of \$54,000 with Mead and Hunt for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment for a total not-to-exceed amount of \$124,000; (2) amending the CIP budget to include Project W18-119 Bell Canyon Spillway Assessment; (3) and authorizing a budget of \$27,000 to design in CIP Project W18-119 from Fund 763, Water Capital Improvement.

[Staff Report - Pdf](#)

- 8.10. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Britton Tree Services Inc. for partial tree removal for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26 for an amount not to exceed \$101,300 and authorizing the City Manager to execute the agreement 497 - 520

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

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

Recommendation:

Staff recommends City Council adopt a resolution approving a Professional Services Agreement with Britton Tree Services Inc. for partial tree removal for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26 for an amount not to exceed \$101,300 and authorizing the City Manager to execute the agreement.

[Staff Report - Pdf](#)

- 8.11. *UPDATED STAFF REPORT AND ATTACHMENTS 12-6-19 521 - 569
Consideration and Approval of a Resolution of the City Council of the City of St. Helena Approving and Authorizing a Solicitation of Request for Pre-Qualification of Bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project - W-26

CEQA Determination: Not a “project” as defined in Section 15378(a) subject to CEQA; further, even if deemed a “project” subject to CEQA, exempt from CEQA under the common sense exemption set forth in Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Michael G. Biddle, Special Counsel

Recommendation:

Staff recommends the City Council adopt the enclosed Resolution approving and authorizing solicitation of Request for Pre-Qualification of Bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project - W-26.

[Staff Report - Pdf](#)

- 8.12. The applicant is requesting adoption of a resolution authorizing the City to enter into a Williamson Act Contract with owners of the 127.84-acre parcel (#009-120-065) located at 493 Dowdell Lane in the Twenty-Acre Agriculture (A-20) district. 571 - 600

CEQA Determination: Exempt

Prepared By: Aaron Hecock, Acting Planning & Building Director

Recommendation:

For the reasons described above, staff recommends that the City Council:

1. Find the project exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15317; and
2. Adopt a resolution establishing an agricultural preserve and authorizing the City to enter into a Williamson Act Contract with owners of the 127.4-acre parcel (#009-120-065) located at 493 Dowdell Lane in the Twenty-Acre Agriculture (A-20) district.

[Staff Report - Pdf](#)

9. PUBLIC HEARINGS

- 9.1. Consideration and proposed approval of the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 137, 1057 Pratt Avenue, St Helena, CA. 94574 (APN) 009-142-003. 601 - 624

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: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 137, 1057 Pratt Avenue, St. Helena, CA. 94574 (APN) 009-142-003.

[Staff Report - Pdf](#)

- 9.2. Consideration and proposed adoption of a resolution approving the Five-Year Measure T Expenditure Plan for Fiscal Year 2020-21 through Fiscal Year 2024-25 and certifying the Maintenance of Effort (MOE) amount of \$379,189 as required by Measure T Ordinance and Agreement (Napa Countywide Road Maintenance Act). 625 - 644

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

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

Recommendation:

Adopt a resolution approving the Five-Year Measure T Expenditure Plan for Fiscal Year 2020-21 through Fiscal Year 2024-25 and certifying the Maintenance of Effort (MOE) amount of \$379,189 as required by Measure T Ordinance and Agreement (Napa Countywide Road Maintenance Act).

[Staff Report - Pdf](#)

10. OLD BUSINESS

- 10.1. Consideration and approval of a resolution affirming City Council action to make additional lump sum contributions annually to the CalPERS unfunded liability to emulate a 15-year amortization schedule 645 - 658

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Approve a Resolution affirming City Council action to make additional lump sum contributions annually to the CalPERS unfunded liability to emulate a 15-year amortization schedule.

[Staff Report - Pdf](#)

[*Supplemental Info \(*Provided during meeting\)](#)

- 10.2. Discussion and Direction on Possible Fiscal Year 2019-20 Budget Add-Back Options 659 - 662

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council discuss the various options on the add-back list and provide direction to staff. Any necessary implementing actions (e.g. budget appropriations) would be brought back to the City Council at a future meeting.

[Staff Report - Pdf](#)

- 10.3. 1) Consideration of a Resolution Establishing the Financing Civic Institutions Task Force to Review and Analyze the Financing Options for the Possible Construction of New or Remodeled Civic Institutions in St. Helena as well as other Infrastructure such as Storm Drains and 663 - 674

Downtown Streetscape, and Provide Recommendations to the City Council; 2) Discussion and Direction Regarding Draft Civic Institutions Evaluation Criteria/Principles; and 3) Next Steps Related to Review of November 12, 2019 Noll & Tam Presentation

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

1) Review, discuss, and adopt Resolution establishing Financing Civic Institutions Task Force to Review and Analyze the Financing Options for the Possible Construction of New or Remodeled Civic Institutions in St. Helena as well as other Infrastructure such as Storm Drains and Downtown Streetscape, and Provide Recommendations to the City Council; 2) Discuss and Provide Direction Regarding Draft Civic Institutions Evaluation Criteria/Principles; and 3) Discuss and provide direction regarding next steps related to review of November 12, 2019 Noll & Tam presentation.

[Staff Report - Pdf](#)

[Public Comment- Galbraith](#)

10.4. Update on City Council Goals and 2019 Workplan

675 - 689

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

11. NEW BUSINESS

11.1. Notice of intent to sell affordable housing unit at 1636 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase said property

691 - 713

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

[Staff Report - Pdf](#)

[Public Comment - Armstrong](#)

[Public Comment - Stottlemeyer](#)

11.2. Consideration and approval of a Resolution approving an application for a minimum of \$200,000 through the Parks and Water Bond Act of 2018 (Proposition 68) for Per Capita Grant funds.

715 - 719

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Manager, Mandy Kellogg, Finance Manager

Recommendation:

Staff recommends the City Council approve a Resolution approving an application for a minimum of \$200,000 through the Parks and Water

Bond Act of 2018 (Proposition 68) for Per Capita Grant funds.

[Staff Report - Pdf](#)

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

12.1.

December City Council Meetings:

12/16 Special Boards, Committees

12/24 Cancelled

The City of St. Helena is changing the frequency of the utility billing cycle from monthly to bi-monthly starting January 1, 2020

January City Council Meetings:

1/14 (staff reports due 12/27)

1/28 (staff reports due 1/10)

TBD Joint CC/PC Affordable Housing

1/14 Special Mtg – Interview Task Force Applicants

TBD 4pm Special Mtg to appoint Task Force

TBD Joint P&R\ATSC\City Council Mtg

TBD Workshop - Fire Chief contract amendment and Amendment to unrepresented resolution regarding fire staffing

The City of St. Helena is changing the frequency of the utility billing cycle from monthly to bi-monthly starting January 1, 2020

PROCLAMATIONS/PUBLIC RECOGNITION/STAFF BRIEFING:

1/14 Oath of Office Chief Hartley

1/28 Honor and recognize committees

STAFF BRIEFING:

Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer

Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer

CONSENT:

1/28 Joint use agreement with SHUSD for the use of Vintage Hall (Expires February 2020)

1/14 NOC (R19-02)

1/14 Message Boards

1/14 NOC Paving (R19-79)

1/28 Grayson South Crane PSA Design

OLD BUSINESS:

1/14 TDA 3 Grant Award

1/28 Main Street red curb

1/28 Downtown Streetscape

1/14 City calendar discussion

1/28 Spring Street bike lane

1/14 WWTP concept and financial plan

<i>PH or NEW BUSINESS:</i>
1/28 Vaping discussion
1/14 First reading ADU ordinance
1/14 City Council Members assignments to various City and Napa County Committees, Boards and Commissions
<u>February City Council Meetings:</u>
2/11 (staff reports due 1/24)
2/25 (staff reports due 2/7)
<i>STAFF BRIEFING:</i>
Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
<i>CONSENT:</i>
2/25 Award of fireworks RFP
<i>OLD BUSINESS:</i>
2/11 Mid-Year Budget Adjustment
2/11 CAFR
Master Utility Plan
<i>PH or NEW BUSINESS:</i>
2/11 Scout Hall community partnership
2/11 Budget calendar discussion
2/11 Nimbus Arts mural discussion

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for January 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 December 5, 2019.

Cindy Tzaopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation

Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

12/5/2019

Supervisor Diane Dillion

The Pratt Avenue bridge intersection with the Silverado Trail is an unsafe intersection. There have been many accidents at this location. Soon the county is going to open this intersection after being closed for over 3 years. The city of St. Helena has already sent a letter to Steven Lederer Public Works Director for Napa County on this issue. See enclosed letter. Anthony Micheli has also sent you a letter which appeared in the St. Helena Star and Napa Register with no response from you. Both letters request the county ban left hand turns off and onto the bridge for safety reasons. They also request the same truck restrictions as the Pope Street bridge. It is foolish if we do not fix this unsafe intersection before another accident or fatality occurs. The concerned citizens signing below live on Pratt Ave, Park Street and Crinella Drive which are the most effective by the opening of the Pratt Ave Bridge.

Anthony Micheli - 1125 Crinella Dr.

Mike Gouffier - 1824 PARK ST.

Don Rinaldi - 619 Pratt Ave

Paul Little 1160 Crinella

Mark [unclear] 1707 PARK

Eun [unclear] 1715 Park

Kam Smith 1731 Park

[unclear] 1815 Park (exclude the restriction on turning left ONTO Pratt.)

[unclear] 1807 PARK ST

Peggy [unclear] 1112 PRATT AVE

Marsha Zvaib 977 Pratt Ave.

Dolores Hoppe 715 Pratt Ave

ROCCO FAZIO 631 PRATT

CAROL FAZIO 631 Pratt

Marcos Amador IS Christine

.. Cont →

Rick Broyles - 1748 PARK ST.

Michelle Lin Correll 1700 Park St

Beverly A. Kinney 619 Pratt Ave.

NATHAN SMITH 1731 PARK ST

Pamela Griffin 1824 Park St.

John Parnade 15- HENRY CT
April Butten 1727 Crinella Dr.

Susan M Dwyer 1759 Crinella Dr.

Carolanne Samale 1807 Crinella Dr.

ERASMO

GOMEZ

Arling

HIP PEREZ

1848 Crinella Dr.

Larson, John

1848 Crinella Dr.

1746 Crinella Dr.

MSR

1742 Crinella Dr.

Officer 1742 CRINELLA DRIVE

Luke DeAlon

604 Pratt

Silvana Vachin, L. 1726 Crinella Dr.

Jessica H. 1718 Crinella Dr.

Mike Wark 1075 Crinella Ct.

1745 1774-5:30
June M. 1075 Pratt Ave (excluding left turn restriction)
Julia M Bolander 652 Pratt Ave
Diana Varozza 514 Pratt Ave
John Varozza 514 Pratt Ave.
Miller 643 Pratt Ave.



City of St. Helena
*"We will conduct city affairs on behalf of our citizens
using an open and creative process."*

1572 Railroad Ave.
St. Helena, CA 94574
Phone: (707) 968-2658

www.cityofstheleena.org

September 19, 2019

Mr. Steven Lederer
Public Works Director
County of Napa
1195 Third Street
Napa, CA. 94559
Steven.lederer@countyofnapa.org

RE: Silverado Trail Slide Repairs and the Pratt Avenue Re-opening
Traffic Safety Improvements

Dear Steve,

As you are aware, the City of St. Helena community is concerned with the re-opening of Pratt Avenue to Silverado Trail once the County of Napa completes the slide repairs on Silverado Trail. Some of the concerns raised by the community have included: speeding, trucks with trailers becoming stuck on the Pratt Avenue Bridge, and accidents at the intersection of Pratt Avenue and Silverado Trail due to no left-turning lanes and short line of sight to the intersection.

On September 10, 2019, the City of St. Helena City Council discussed the concerns and endorsed the following safety improvements to the Pratt Avenue and Silverado Trail intersection:

- Restrict left-turn movements onto Pratt Avenue from Silverado Trail
- Restrict left-turn movements onto Silverado Trail from Pratt Avenue
- Install flashing beacons on Silverado Trail in advance of the Pratt Avenue intersection with "Watch for Entering Traffic", "Intersection Ahead" or equivalent sign language
- Restrict truck traffic on the Pratt Avenue Bridge to vehicles less than 7.5' wide or over twenty-four (24) feet long similar to the City's Municipal Code Ordinance on the Pope Street Bridge

The City's jurisdiction on traffic calming measures generally ends on the western span of the bridge therefore the City is formally requesting that the County of Napa consider the implementation of the above safety improvements prior to the re-opening of Pratt Avenue in the best interest and continued safety of our community and for those who visit and do business in the Napa Valley.

In addition to the above, the City will be installing radar speed limit feedback signs in both directions on Pratt Avenue as well reduced lane width striping to support traffic calming along this stretch of road.

If the County Board of Supervisors approves of the proposed safety improvements, the City will continue to coordinate with the County as well as purchase and install additional regulatory warning signage within City limits on Pratt Avenue to alert eastbound motorists on their approach to Silverado Trail. The pending change in road conditions would also be preempted with a press release and flashing warning signage on the City's portable trailer for up to two weeks.

Should you require further information, please call or email me at (707) 968-2629.

Sincerely,



Erica Ahmann Smithies, PE
Director of Public Works/City Engineer
esmithies@cityofsthelena.org
(707) 968-2629

cc: Geoff Ellsworth, Mayor, gellsworth@cityofsthelena.org
Mark Prestwich, City Manager, mprestwich@cityofsthelena.org

St. Helena City Council and Mayor

June 2, 2019

Subject: Pratt Avenue Bridge

The county's proposal to fix the county highway at the Pratt Ave. bridge is going to continue to cause accidents and take lives. The county needs to ban left-hand turns on to the Pratt Ave. bridge coming from the south on the Silverado Trail. The city of St. Helena needs to ban left-hand turns off the Pratt Ave. bridge on to the Silverado Trail going north. Cars and trucks going north on the Silverado Trail, coming around the turnoff to Madrone Knoll have no time to stop for a vehicle turning left on the Pratt Ave. bridge. There is no turning lane and even if there was, accidents would occur. (Check the accident reports over the last ten-years at this location.) On more than one occasion my friend Mike Griffin and I have had to back big rigs off the bridge who tried to turn left onto the bridge. Once it was a truck and trailer full of gasoline. We had to close the Silverado Trail to get him off the bridge.

County Supervisor Diane Dillon, when she was running for re-election at the debate forum at Napa Valley College told the audience "we would have input into the repair of the Silverado Trail at the Pratt Ave. bridge". Then, months ago, a representative from the county came to St. Helena City Council for an update. Same story, "we will have input when the time comes". On May 28th representatives from the Napa County Public Works Department came to our city council meeting to tell us how they were going to fix the Pratt Ave. intersection. Currently, the public has not had the opportunity to provide any input. The mayor of St. Helena did not allow any public input on this matter. Instead, he told me to write a letter, which I am doing. This project is a suicide project. This bridge should also have the load limits the same as the Pope Street bridge, "No Large Trucks".

From the Pratt Ave. bridge north onto Silverado Trail, it is just as bad. If you are not quick enough to avoid the north and south bound traffic, you

are in trouble. My wife would go down to the bridge when it was open and cut down the brush on the north side of the bridge so she could see. The county does not keep this line of sight clear. It is just too dangerous to make a left hand turn off the bridge. The problem is, the bridge is not perpendicular to the Silverado Trail.

If the county and the City of St. Helena do not remedy this situation before construction I will be the first person to give this the letter to the next accident victim that occurs at this location. And, they can take legal action against the city and county because they have been given notification of this dangerous situation.

Anthony M. Micheli

anthony micheli

cc. Napa County Board of Supervisors,
Diane Dillion (Third District Supervisor),
Steve Lederer (Co. Public Works Director),
Erica Ahmanan Smithies, (St. Helena Public Works Director).
mark Prestwich (St. Helena City Manager)

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, October 31, 2019 @ 8:30 AM
City Hall Conference Room, 1480 Main Street, St.
Helena
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, and Council Member Mary Koberstein

Absent: Council Member David Knudsen

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

No public comment was received.

4. NEW BUSINESS:

- 4.1 Discuss and provide direction regarding submission of an application for public safety power shutdown resiliency program.
Prepared By: Mark T. Prestwich, City Manager

No public was received.

City Manager Mark Prestwich reported on this item.

It was the consensus of the City Council to direct staff to apply for public safety power shutdown resiliency program in the amount of \$350,000 towards the purchase of three generators.

- 4.2 *NEW ITEM ADDED AFTER PUBLICATION 10-29-19
Proclamation of the existence of a local emergency in the City of St. Helena
(Proclamation will be provided at the meeting)

No public comment was received.

City Manager Mark Prestwich reported on this item.

Special City Council
October 31, 2019

Council Member Anna Chouteau moved to adopt resolution 2019-130 ratifying the proclamation of the existence or threatened existence of a local emergency in the City of St. Helena. 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, and Council Member Mary Koberstein

NOES: None

ABSENT: Council Member David Knudsen

ABSTAIN: None

RECUSE: None

5. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:45 a.m.

The special City Council meeting minutes of October 31, 2019 were adopted at the December 10, 2019 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and Approval of a Resolution Terminating the Local Emergency Declared by the City Council on October 31, 2019

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At approximately 8:00 a.m. on October 29, 2019, PG&E de-energized the electrical system in the City of St. Helena and substantial portions of the County of Napa, and other counties in preparation for a significant wind event to mitigate fire risk.

The St. Helena City Council proclaimed an existence of a local emergency at a Special Meeting on October 31, 2019 related to the October 29, 2019 PG&E public safety power shut down.

The purpose of this action is to declare the termination of the local emergency.

FISCAL IMPACT

The City will be seeking state and federal reimbursement for eligible fire disaster expenses.

RECOMMENDED ACTION

Approve Resolution declaring the termination of a local emergency related to the October 29, 2019 PG&E public safety power shut down.

ATTACHMENTS

[Resolution Proclaiming Termination Of Local Emergency](#)

**CITY OF ST. HELENA
RESOLUTION NO. 2019-**

**PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY PROCLAIMED
BY RESOLUTION NO. 2019-130**

RECITALS

- A. Government Code Section 8630 and City of St. Helena Municipal Code Chapter 2.64 authorize the City Council when in session to proclaim the existence and the subsequent termination of a local emergency.
- B. On October 31, 2019, by Resolution No. 2019-130, the City Council proclaimed the existence of an emergency in connection with the October 29, 2019 PG&E public safety power shut down.
- C. The conditions giving rise to that emergency proclamation have ended.

RESOLUTION

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

- 1. The City Council hereby proclaims the termination of the local emergency proclaimed by Resolution No. 2019-130.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2019, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Tzaopoulos
City Clerk



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution approving temporary closure of Adams Street and Library Lane between Friday, May 29 at 6:00 p.m. and Sunday, May 31, at 6:00 p.m.; and authorizing possession of open alcoholic beverages on those public streets for the Neighborhood Community Table Event scheduled for Saturday, May 30, 2020, from approximately 5:00 p.m. to 9:00 p.m.

CEQA Determination: Categorically Exempt, Section 15323

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

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

The event will require a temporary closure of Library Lane and Adams Street, east of Library Lane to the dead end. The closure would occur from Friday, May 29, 2020, at 6:00 p.m. to Sunday May 31, 2020, at 6:00 pm with local access allowed for set up and tear down with the actual dinner taking place on May 30, 2020, from approximately 5:00 p.m. to 9:00 p.m. The closure would allow for the event and open alcoholic beverages for the duration of the meal event only. The event organizers would be responsible for securing an ABC license for providing alcohol at the event.

DISCUSSION

The Chamber of Commerce will be taking the lead on communicating and coordinating with all adjacent businesses on the south side of Adams Street and Library Lane once an encroachment permit is approved to ensure alternate access for any commercial driveways affected by the road closure throughout the event.

The event will include large rentals such as executive restrooms, dining tables, and chairs that will begin setup on Friday evening and Saturday morning. There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the actual dinner event. The event itself will be a family style dinner catered by Tre Posti and wine will be served. While the ticket price has not been finalized, there will be two tiers in order to make the event accessible to the entire community. The clean-up and pickup will be completed by Sunday, May 31, 2020 at 6:00 p.m. The event organizers will be utilizing their own staff and volunteers for the entirety of the event.

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

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

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Approve Resolution authorizing temporary closure of Adams Street, east of Library Lane from Friday, May 29, 2020 at 6:00 p.m. to Sunday, May 31, 2020 at 6:00 p.m.

ATTACHMENTS

[Chamber Letter to City](#)

[Chamber Encroachment Permit](#)

[Community Table - Resolution](#)



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

November 22, 2029

Neighborhood Table Event for May 30th 2020

The Neighborhood Table is presented by the St. Helena Hospital Foundation in partnership with the St. Helena Chamber of Commerce to bring the community together in the spirit of health and connection, while bringing awareness to the hospitals mission.

This project is a collaboration to highlight the work being done by the dynamic health community and visionaries who are committed to investing in each of us and our well-being, so that we may heal and create our most vital and connected lives. It's also a great way to come together as a community and celebrate St. Helena.

Last year's event was such a success, we would like to continue our efforts to make this an annual event, celebrating community and wellness.

Sincerely,

Amy Carabba-Salazar
CEO & President of the St. Helena Chamber of Commerce

ENCROACHMENT PERMIT APPLICATION

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



OFFICE USE ONLY	
Encroachment Permit #:	_____
Expiration Date:	_____

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

Property and Work Description

Site Address: 1010 Adams - 899 Adams

Related Building Permit Number _____ Work/Event Description: The Neighborhood Table
Partnership with St. Helena Chamber of Commerce, St. Helena Hospital Foundation, & Nimbus Arts

DIAGRAM OF PROPOSED ACTIVITY *attach additional sheet if necessary*

Estimated Start Date May 29, 2020 at 6:00pm

Estimated Completion Date May 31, 2020 at 6:00pm

Property Owner

Owner Name: City of St. Helena

Address: 1480 Main Street

City: St. Helena State: CA Zip: 94574

Email: YToscano@cityofstheleena Phone #: 707.968.2658
org

Contractor/Applicant

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

Company Name: St. Helena Chamber of Commerce Contact Name: Michele Williams

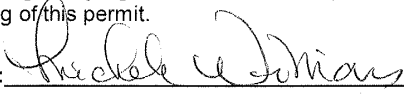
Contractor License#: _____ Expires: _____

City of St. Helena Business License #: 12021 Expires: 1/31/2020

Address: 1320 A Main Street

City: St. Helena State: CA Zip: 94574

Email: michele@stheleena.com Phone #: 707.968.5621

Applicant Check Off List Permit fees are due at the time of application and are <i>NON REFUNDABLE</i> . <i>Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.</i>							
<u>Check Off Major</u> \$500.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans USA Tag # Conditions: _____ _____ Standards Attached: _____ _____ Street Supervisor Approval Signature: _____ Date: _____ Water Supervisor Approval Signature: _____ Date: _____	<u>Check Off Minor</u> \$200.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans						
Minimum Insurance Requirements; <table style="width: 100%;"> <tr> <td style="width: 30%;">General Liability</td> <td>Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate</td> </tr> <tr> <td>Auto Liability</td> <td>Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage</td> </tr> <tr> <td>Workers Comp</td> <td>Major/Minor Permit 2 Million per Injury</td> </tr> </table> <i>Special Circumstances May Arise Which Could Cause Changes to These Guidelines</i> Attach Certificate of Insurance (COI) AND Endorsements The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."		General Liability	Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate	Auto Liability	Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage	Workers Comp	Major/Minor Permit 2 Million per Injury
General Liability	Major Permit 2 Million General Liability/4 million Aggregate Minor Permit 1 Million General Liability/2 million Aggregate						
Auto Liability	Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage						
Workers Comp	Major/Minor Permit 2 Million per Injury						
Disclosure Statement NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection. Permit fees are due at the time of application and are <i>NON REFUNDABLE</i>. Incomplete submittals will not be accepted. I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS. I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit. Signature: <u></u> Date: <u>11/21/19</u> ☐ Owner ☐ Contractor							



CERTIFICATE OF LIABILITY INSURANCE

STHELEN-07

JKLEIN

DATE (MM/DD/YYYY)
7/31/2019

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

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

PRODUCER Malloy Imrie & Vasconi Insurance Services, LLC 899 Adams Street Suite C St. Helena, CA 94574	CONTACT NAME: PHONE (A/C, No, Ext): (707) 963-2777 FAX (A/C, No): (707) 963-4073 E-MAIL: myagency@mivinsurance.com ADDRESS:
INSURED St. Helena Chamber of Commerce 1320 A Main Street St. Helena, CA 94574	INSURER(S) AFFORDING COVERAGE INSURER A: Nova Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR					
	☒ Liquor Liability \$1,	X	CF1-ML-10001310-02	6/24/2019	6/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					
A	☒ UMBRELLA LIAB ☒ OCCUR					
	EXCESS LIAB CLAIMS-MADE		CF1-UM-10000274-02	6/24/2019	6/24/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ☐ N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
St. Helena Masonic Hall Association is named as additional insured on the general liability per form AGL09340716 as required by written contract with respect to the banner being hung from their property on Main Street St. Helena, CA. Proof of Umbrella Liability is also provided.

CERTIFICATE HOLDER

CANCELLATION

St. Helena Masonic Hall Association P.O. Box 243 Saint Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Edmund S. Bynum</i>

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CERTIFICATE OF LIABILITY INSURANCE

STHELEN-07

JKLEIN

 DATE (MM/DD/YYYY)
 7/31/2019

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PRODUCER Malloy Imrie & Vasconi Insurance Services, LLC 899 Adams Street Suite C St. Helena, CA 94574		CONTACT NAME: PHONE (A/C, No, Ext): (707) 963-2777 FAX (A/C, No): (707) 963-4073 E-MAIL ADDRESS: myagency@mivinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Nova Casualty Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

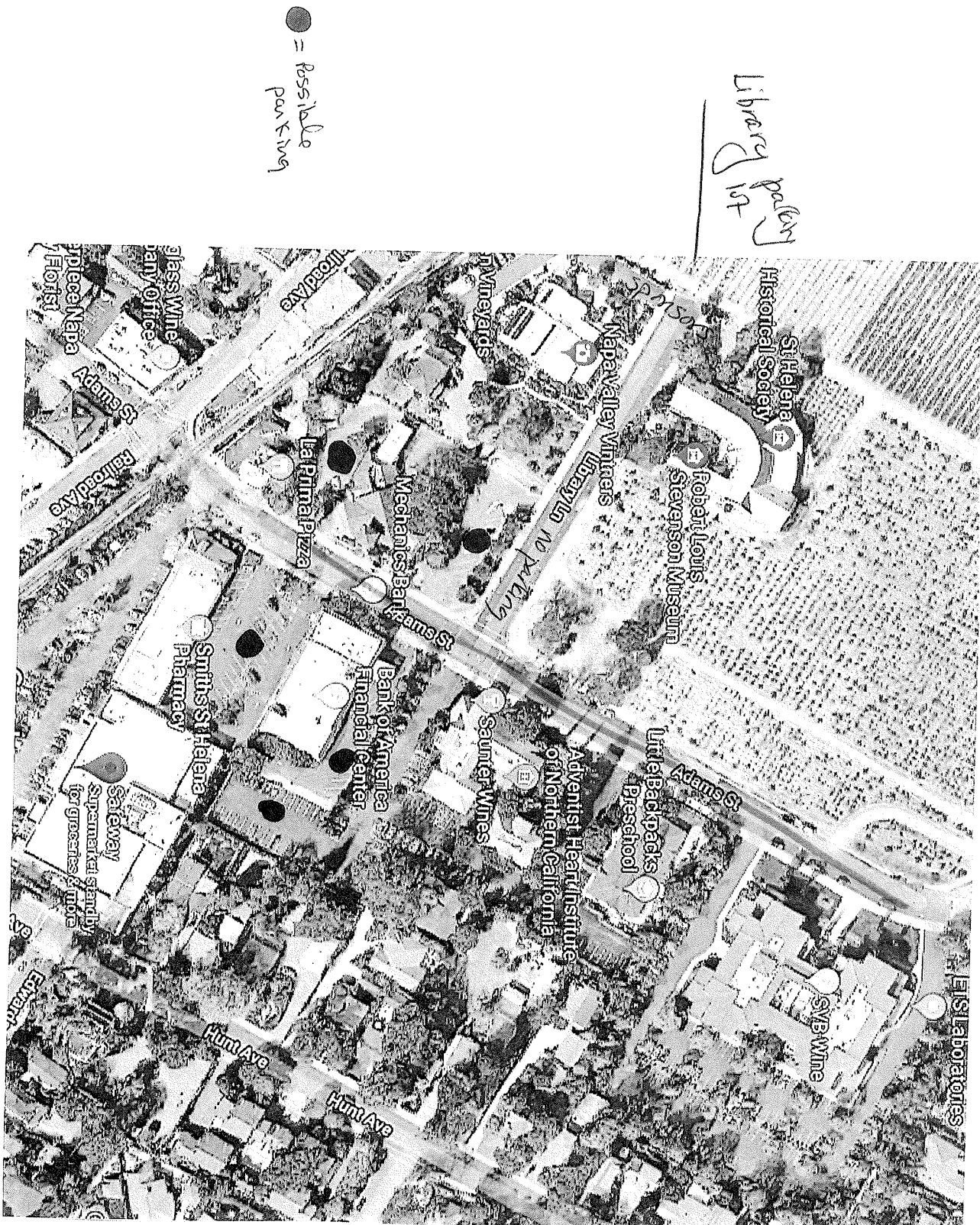
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability \$1, GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	CF1-ML-10001310-02	6/24/2019	6/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CF1-UM-10000274-02	6/24/2019	6/24/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lydia M. Money dba Noble Properties is named as additional insured on the general liability per form AGL09340716 as required by written contract with respect to the banner being hung from their property on Main Street St. Helena, CA. Proof of Umbrella Liability is also provided.						

CERTIFICATE HOLDER	CANCELLATION
Lydia M. Money dba Noble Properties 1322 Sulphur Springs Avenue Saint Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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GENERAL PERMIT REGULATIONS

NOTE: ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL

1. Work done under this Permit shall be in accordance with the City Standards of the Department of Public Works, State of California, Division of Highways, the Municipal Code and specifications and the provisions enumerated herein.
2. Applicants must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this Permit/Contract shall be null and void.
3. Authorizations for any installation granted by virtue of this permit/contract are revocable at any time.
4. Maintenance of the encroachment is strictly the responsibility of the Permittee.
5. Should construction, reconstruction or maintenance work on the highway be required, any installation authorized by this Permit shall, upon order of the Director of Public Works, be promptly removed or relocated by and at the expense of the Permittee.
6. The Permittee shall provide, erect and maintain all warning signs, lights, barriers or other devices necessary for the protection of the public.
7. During work on city streets at least one 12-foot wide traffic lane shall be open at all times unless otherwise specifically authorized.
8. Existing drainage conditions must be provided for in every instance. Nothing contained herein shall be construed as relieving the Permittee of responsibility.
9. There shall be a minimum of thirty (30) inches of cover over all pipes or conduits installed except as may be specifically authorized by the Permit.
10. Permittee shall notify the Department of Public Works three (3) days prior to the commencement of any work authorized by this Permit.
11. Insurance is required as set forth in the attached document.
12. The Permittee shall obtain a special permission from the Public Works Director if working or operating machinery outside the standard construction hours of 8:00 AM to 5:00 PM, or Sundays and Holidays.

CITY OF ST. HELENA

RESOLUTION NO. 2019 -

**APPROVING TEMPORARY CLOSURE OF ADAMS STREET FOR THE
MAY 30, 2020 NEIGHBORHOOD COMMUNITY TABLE EVENT AND
AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON
THOSE PUBLIC STREETS**

RECITALS

- A. The St. Helena Hospital Foundation, Nimbus Arts and St. Helena Chamber of Commerce held the inaugural Neighborhood Community Table event on May 11, 2019 to bring the community together in the spirit of health and connection;
- B. The Neighborhood Community Table Event is now an annual event with the next occurrence to take place on May 30, 2020;
- C. The St. Helena Public Works Department has requested temporary closure of Library Lane and Adams Street from East of Library Lane to the dead end of Adams Street for the event;
- D. Closure of the City street in the area will provide space for event activities;
- E. Vendors will request authorization to sell beer and/or wine at the event. St. Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot;
- F. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Neighborhood Community Table Event outweigh the

anticipated inconvenience to the neighborhood and citizens generally, and authorize closure of:

- Library Lane and Adams Street from East of Library Lane to the dead end of Adams Street from May 29th, 2019 at 6:00 pm to May 31st, 2020 at 6:00 pm with some local access to allow for set up and tear down with the actual dinner taking place on May 30th, 2020.
2. The possession of open container of beer and/or wine is permitted on public streets and parking lots encompassed by this event.
 3. Temporarily closing a portion of the subject streets are necessary for the safety and protection of persons who are to use those portions of the streets during the temporary closing.
 4. The City insurance policy covers this event at no additional cost to the City.
 5. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting if the St. Helena City Council on December 10, 2019 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Council Member Chouteau:	_____
Council Member Knudsen:	_____
Council Member Koberstein:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed Resolution (1) accepting the FEMA Hazard Mitigation Grant in the amount of \$485,391.75 for emergency back-up power to the City Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Levee Site; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include CIP Project C20-06 Emergency Back-up Power and authorizing a budget of \$647,189 for C20-06; (3) authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; (4) authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funds being reallocated to C20-06 (5) authorizing the use General Fund reserves and authorizing a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control Site generator; and (6) authorizing the City Manager to execute all grant related documents pertaining to CIP Project C20-06.

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Following the 2017 October Wildfire Disaster, the City of St. Helena identified risks that were posed against the City during the disaster. One risk identified is that in the event of a disaster, or a PG&E Public Safety Power Shutoff (PSPS), the City does not have back-up power to several critical City facilities that provide essential services to first

responders and the citizens of St. Helena. Based on this risk to the City, it was determined it was essential to provide a permanent source of back-up power generation to various facilities to minimize the impacts disasters may have on St. Helena.

The Federal 2017 October Wildfire Disaster declaration opened the opportunity to compete for Hazard Mitigation Grant Program (HMGP) funding. In July 2018, City staff submitted an application requesting a designated fixed generator for the Library and three portable generators to serve five utility locations around the city. The HMGP requires a 25% match which was included in the FY 2018-19 adopted budget. The HMGP grant process is different than other programs in which the agency (Cal OES and/or FEMA) may request follow-up questions throughout the duration of their review. During the review process, the City was made aware of a requirement that all funded generators need to be designated for a single destination and if the site is problematic it was possible to request a portable generator. The City was also advised that the amount of the grant request could not be revised. Based on this information, the City revised the scope of work to include one portable generator and three fixed generators at critical utility sites that either did not have planned funding identified such as the Flood Control Levee Site or were prone to power outages such as Stonebridge Wells and the Madrone Knoll Pump Station. The original application for the fixed generator at the Library remained the same.

On November 12, 2019, the City was notified the City of St. Helena was approved for HMGP funds for these generators. The total eligible costs are \$647,189, with up to \$485,391.75, or 75%, of the funding coming from HMGP funds.

DISCUSSION

The proposed project will be CIP C20-06 Emergency Back-up Power. This project will upgrade four existing City facilities with back-up power generation capabilities and will include the purchase of one portable generator and three fixed-position generators. The locations are as follows:

1. Portable Generator - will be located at the rural Madrone Knoll Pump Station and will only be moved during times of maintenance at the facility due to site constraints.
2. Fixed-position Generator - Stonebridge Wells
3. Fixed-position Generator - Flood Control Levee Site
4. Fixed-position Generator - Library

Securing generators for the Madrone Knoll Pump Station, Stonebridge Wells and Flood Control Site will ensure fully operational utility and flood control during natural disasters and/or power outages that are otherwise out of the control of the City and its residents. Having a fixed generator at the City Library will provide a fully functional location for the community to gather for disaster related information, safety from potentially dangerous conditions, and support charging stations.

Establishing back-up power solutions for the Library, Madrone Knoll Pump Station, and Stonebridge Wells was included in the adopted FY 2020-24 CIP budget in CIP Projects C20-05 (Library) and W-106 (Madrone Knoll Pump Station and Stonebridge Wells); however, the Flood Control Levee Site was not included and will need to have additional General Funds allocated to the project for the 25% local-match requirement, or \$36,672.

Staff recommends a new CIP, C20-06 Emergency Back-up Power, be created and approved by City Council to account for all costs associated with the generators funded with HMGP funds. The total project cost is \$647,189. Of that amount \$64,719 is for design and \$582,470 will be for construction.

Because C20-06 includes all or portions of existing CIP projects, it will be necessary to close out C20-05 Library Emergency Power, reallocating funds to C20-06 and decrease the project costs/funding for W-106 Pump Station Upgrades by \$432,500, resulting in a reallocation of those funds to C20-06.

If HMGP funds are accepted by City Council, the City will have until April 12, 2021, to complete the project and expend the funding. Some design work has already been completed for the water utility locations and will be rolled up into a complete bid project to City Council for authorization of advertisement in Spring 2020.

FISCAL IMPACT

The anticipated project cost for C20-06 is \$647,189, resulting in up to \$485,391.75 in FEMA HMGP grant funds to provide back-up generators to four critical City facilities. The grant will fund 75% of the total project cost leaving an estimated local match of \$161,797. The FY 2018-19 budget included \$126,125 in funding to be used towards the required 25%. Because the Flood Control Site was not included in the original grant application, additional funding of \$35,672 from the General Fund will be required for the 25% local match.

If the project is completed under budget, the remaining local funds will be dispersed back into their respective fund balance.

RECOMMENDED ACTION

Adopt a resolution (1) accepting the FEMA Hazard Mitigation Grant in the amount of \$485,391.75 for emergency back-up power to the Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Site; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include CIP Project C20-06 Emergency Back-up Power and authorizing a budget of \$647,189 for C20-06; (3) authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; (4) authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funds being reallocated to C20-06 (5) authorizing the use General Fund reserves and authorizing a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control

Site generator; and (6) authorizing the City Manager to execute all grant related documents pertaining to CIP Project C20-06.

ATTACHMENTS

[Attachment 1: HMGP Resolution](#)

[Attachment 2: FEMA approval Letter](#)

[Attachment 3: C20-06 Emergency Back-up Power *New CIP](#)

[Attachment 4: W-106 Revised](#)

CITY OF ST. HELENA

RESOLUTION No. 2019-

Resolution (1) accepting the FEMA Hazard Mitigation Grant in the amount of \$485,391.75 for emergency back-up power to the Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Levee Site; (2) amending the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include CIP Project C20-06 Emergency Back-up Power and authorizing a budget of \$647,189 for C20-06; (3) authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; (4) authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funds being reallocated to C20-06 (5) authorizing the use General Fund reserves and authorizing a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control Site generator; and (6) authorizing the City Manager to execute all grant related documents pertaining to CIP Project C20-06.

RECITALS

- A. City staff successfully applied for a FEMA Hazard Mitigation Grant Program (HMGP) through Cal OES and was awarded \$485,391.75 toward the purchase and installation of four emergency back-up power generators to Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Levee Site; and
- B. The HMGP grant funded project shall include design, inspection, generator procurement and installation with automatic transfer switches for all four locations; and
- C. Staff is recommending the Fiscal Year 2019-2020 Capital Improvement Program (CIP) budget be amended to include CIP Project No. C20-06 for the Emergency Back-up Power in the amount of \$647,189.

RESOLUTION

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

- 1. 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
- 2. Accepts the FEMA Hazard Mitigation Grant Program in the amount of \$485,391.75 for emergency back-up power to the Library, Madrone Knoll Pump Station, Stonebridge Wells, and Flood Control Levee Site; and

3. Amends the Fiscal Year 2019-2020 adopted Capital Improvement Program Budget to include C20-06, Emergency Back-up Power and authorizing a budget of \$647,189 - \$64,719 for design and \$582,470 for construction; and
4. Authorizing the closure of CIP Project C20-05 Library Emergency Power with funds being reallocated to C20-06; and
5. Authorizing a budget decrease of \$432,500 from CIP Project W-106 Pump Station Upgrades with funding being reallocated to C20-06; and
6. Authorizing the use of General Fund reserves and authoring a budget transfer in an amount not-to-exceed \$36,672 to C20-06 for the 25% local match for the Flood Control Site generator; and
7. Authorizes the City Manager to sign all grant related documents pertaining to CIP Project C20-06.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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



U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

November 12, 2019

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP #4344-160-115F
City of St. Helena – Emergency Backup Power
Supplement #67

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of St. Helena (subrecipient), HMGP #4344-160-115F, Emergency Backup Power.

The total eligible costs are \$647,189. As shown in the enclosed Supplement #67 Obligation Report, we have obligated \$485,391.75 for up to 75 percent federal share; the non-Federal share match is \$161,797. These funds are available in Smartlink for eligible disbursements.

This HMGP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The approved activity will upgrade four existing City facilities with back-up power generation capabilities and will include the purchase of one portable generator and three fixed generators. The portable generator will be located at the Rural Water Pump Station Site (Madrone Knoll 38.519912, -122.469212) and will only be moved during times of maintenance at the facility due to site constraints. Fixed-position generators will be at the City's Stone Bridge Wells Site (38.510062, -122.452957), Flood Control Project Site (38.513554, -122.461615), and the City's Library Site (38.507565, 122.469685). These generators will ensure fully operational utility and flood control during natural disasters and/or other power outages. The fixed generator at the City Library will require excavation for pad installation. The portable generator will be staged at the City's secured Public Works Corporation Yard at 1405 Charter Oak Avenue in St. Helena. Construction staging for all sites will be adjacent to the project sites and be short-term.

Mr. Ghilarducci
November 12, 2019
Page 2

2. **Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Completion Date** – The work schedule in the application states the activity completion time frame is 20 months. We will annotate July 12, 2021 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
4. **National Environmental Policy Act (NEPA)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18 has been applied. Attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
5. **Hazard Mitigation Plan** – The *Napa County Multi-Jurisdictional Mitigation Plan* expired on June 20, 2019 and is not in compliance with 44 CFR 201.6. FEMA has approved Extraordinary Circumstance pursuant to 44 CFR 201.6(a)(3) on August 19, 2019 to complete the mitigation plan. The plan must be adopted and approved by August 19, 2020, or HMGP funds will be de-obligated for this project.
6. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

11/08/2019
18:56

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4344	115 -F	0	160	1	67	CA	Statewide

Subrecipient: Saint Helena Project Title : 5%, St Helena, Emergency Backup Power
Subrecipient FIPS Code: 055-64140

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$485,391.75	\$485,391.75	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$485,391.75	\$0.00	\$485,391.75	11/08/2019	Accept	2020

Comments

Date: 11/08/2019 User Id: KMOJICA
Comment: Approved funding for emergency back up power

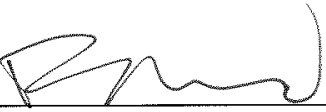
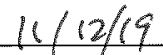
Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 11/08/2019

HMO Authorization Name: TRACY WALTON

HMO Authorization Date: 11/08/2019

 _____ Authorizing Official Signature	 _____ Authorizing Official Title	 _____ Authorization Date
_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date

11/12/2019		FEDERAL EMERGENCY MANAGEMENT AGENCY				HMGP-AP-01
12:40 PM		HAZARD MITIGATION GRANT PROGRAM				
Project Management Report						
Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient	
4344	115 -F	0	160	CA	Statewide	
Subrecipient: Saint Helena						
FIPS Code: 055-64140		Project Title : 5%, St Helena, Emergency Backup Power				

11/12/2019
12:40 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4344	115-F	0	160	CA	Statewide

Subrecipient: Saint Helena
FIPS Code: 055-64140
Project Title : 5%, St Helena, Emergency Backup Power

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : 5%, St Helena, Emergency Backup Power

Recipient : Statewide

Subrecipient : Saint Helena

Recipient County Name : Napa

Subrecipient County Name : Napa

Recipient County Code : 55

Subrecipient County Code : 55

Recipient Place Name : Saint Helena

Subrecipient Place Name : Saint Helena

Recipient Place Code : 0

Subrecipient Place Code : 64140

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Bid advertisement and award contract	4 Months	00/00/0000	00/00/0000	00/00/0000
0	kick-off meeting and generator submittals	1 Month	00/00/0000	00/00/0000	00/00/0000
0	construction - Air quality permitting/registration	2 Months	00/00/0000	00/00/0000	00/00/0000
0	construction - City building permit applications	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Construction - order generators	4 Months	00/00/0000	00/00/0000	00/00/0000
0	nstruction - order automatic switch and docking statio	4 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction - docking station installation	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Construction - install generators	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction Complete punch list	1 Months	00/00/0000	00/00/0000	00/00/0000
0	project close-out	2 Months	00/00/0000	00/00/0000	00/00/0000
0	grant close-out	3 Months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$647,189	75.000000000	\$485,392	25.000000000	\$161,797

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Number	Proj Alloc Amount Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Alloc Amount
26	A	11/08/2019	11/07/2019	2020	2913043	2	\$485,391.75	\$0.00	\$0.00	\$485,391.75
Total							\$485,391.75	\$0.00	\$0.00	\$485,391.75

Obligations

Action Nr	IFMIS Status	IFMIS Submission Date	FY	SFS Support Doc ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Recipient Admin Amount	Subrecipient Admin Amount	Total Obligated Amount
1	A	11/08/2019	2020	2921163	0	67	\$485,391.75	\$0.00	\$0.00	\$485,391.75
Total							\$485,391.75	\$0.00	\$0.00	\$485,391.75

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 302.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

\\R9li8a1\mitdata\05. HMA Grants Management\02. HMGP\HMGP Standard Conditions\Standard HMGP Conditions, August 2018.docx

Emergency Back-Up Power

Project No: 0110-C20-06

Category: Civic

Project Location: Library, Madrone Knoll Pump Station,
Sonebridge Wells, and Flood Control
Levee Site



PROJECT PURPOSE & DESCRIPTION: Provide emergency back-up power to four existing City facilities with the use of one portable generator at the Madrone Knoll Pump Station and three fixed-position generators at the following locations: Library, Stonebridge Wells, and the Flood Control Levee Site.

FISCAL IMPACT: The estimated cost is \$647,189

EXPENDITURE ACCOUNTS: Fund: 733 Dept: 5010

EXPENDITURES	2019-20	2020-21	2021-22	2022-23	2023-24	Five Year
3110 - Design	64,719					64,719
3160 - Construction Contract	582,470					582,470
EXPENDITURE TOTALS	647,189					647,189
FUNDING SOURCES	2019-20	2020-21	2021-22	2022-23	2023-24	Five Year
733-Civic CIP	161,797	0				161,797
733-Civic CIP HMGP Funds	485,392					485,392
FUNDING TOTALS	647,189	0				647,189

Pump Station Upgrades

Project No: 0310-W-106
Category: Water
Project Location: Crystal Springs Booster



PROJECT PURPOSE & DESCRIPTION: Upgrade existing pump stations with back-up power in the event of a power outage as required by the State Department of Health

FISCAL IMPACT: The estimated cost for this project is \$136,597

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept:** 5030

EXPENDITURES	2019-20	2020-21	2021-22	2022-23	2023-24	Five Year
3110 - Design	9,097					9,097
3160 - Construction Contract	127,500					127,500
EXPENDITURE TOTALS	136,597					136,597
FUNDING SOURCES	2019-20	2020-21	2021-22	2022-23	2023-24	Five Year
763-Water Capital Improvement	136,597					136,597
FUNDING TOTALS	136,597					136,597



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration of approval of a Resolution approving out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020

CEQA Determination: Not a CEQA project

Prepared By: Chris Kreiden, Library Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Public Library Association (PLA), with nearly 10,000 members, is the largest association dedicated to supporting the unique and evolving needs of public library professionals. PLA is a division of the American Library Association (ALA), the oldest and largest library association in the world. Founded in 1944, PLA is a member-driven organization that exists to provide communication, publication, advocacy, continuing education, and programming for its members and others interested in the advancement of public library service.

Offered every two years, PLA's conference is the premier event for public libraries, drawing thousands of librarians, library support staff, trustees, friends and library vendors from across the country and around the world. This multi-day event offers over 120 educational programs, inspirational speakers, networking opportunities, and an exhibits hall featuring the latest in products and services. The 2020 PLA Conference will be held in Nashville, Tennessee from February 26th to 29th.

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

DISCUSSION

PLA conferences provide a wealth of offerings all focused on public libraries. The number one reason public library professionals attend PLA's biennial conference is for high-quality educational programming that is both practical and relevant to their work. The PLA 2020 Conference offers more than 120 programs specifically curated to challenge, engage, and inspire attendees. The PLA 2020 Conference highlights innovative work and ideas that address the core challenges facing public libraries and their communities today. Access, diversity, education and lifelong learning, intellectual freedom, professionalism, service, social responsibility, and sustainability. There will be programs covering everything from examining current and emerging trends to the tools, strategies, and ideas for effective marketing and advocacy to examples and "how-to's" of successful collaborations and services. Many of these programs provide ideas and best practices.

FISCAL IMPACT

Funds are available in the adopted Fiscal Year 2019/20 budget for the PLA Conference. Registration, transportation, lodging, and meals are estimated to be approximately \$1,800.

RECOMMENDED ACTION

City Staff recommends City Council approve a resolution authorizing out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020.

ATTACHMENTS

[2020 PLA resolution](#)

CITY OF ST. HELENA
RESOLUTION NO. 2019-

Resolution approving out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020

RECITALS

- A. City Council Resolution 85-44 requires City Council Approval for staff to attend out-of-state meets and training; and
- B. The Public Library Association's (PLA) bi-annual conference offers nearly 120 educational programs and is the premier event for public libraries; and
- C. The Library is requesting that Mariah McGuire attend the PLA Conference in Nashville, Tennessee from February 26-29, 2020; and
- D. Attending this year's conference will be beneficial for Outreach Services Librarian Mariah McGuire and the St. Helena Public Library; and
- E. The total approximate cost to the City is \$1,800, which includes conference registration, transportation, lodging, and meals; and
- F. Funds for the Conference are included in the FY 2019-20 adopted budget.

RESOLUTION

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

- 1. Travel is not a CEQA project; and
- 2. Approves out-of-state travel for Outreach Services Librarian Mariah McGuire to attend the Public Library Association (PLA) Conference in Nashville, Tennessee from February 26-29, 2020.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2019 by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafoopoulos, City Clerk



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution: (1) authorizing and approving classification and compensation study recommendations for St. Helena Employee Association (SHEA); (2) approving classification changes for those miscellaneous members recommended for a reclassification as noted on the publicly available salary schedules; (3) authorizing and approving implementation of compensation adjustments for all SHEA employees to be within 7.5% of the market median study, effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; (4) duly approving and adopting publicly available compensation schedules in accordance with California Code Section 570.5; and (5) approving the amendments to the SHEA Memorandum of Understanding; and (6) adopting all job descriptions for all City employees

CEQA Not a CEQA project
Determination:

Prepared By: Kathy Robinson, Human Resources & IT Director, Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Classification and compensation studies are performed to assess and ensure accurate and legally compliant class specifications and to maintain competitive and equitable pay. Over time, changes in City operations and staffing can affect the type, scope, and level of work being performed. Best practices suggest organizations conduct a study at least every seven years if not more frequently. The City last completed a study in May

of 2008 but did not implement the recommendations of that study. Prior to the 2008 study, the City conducted and implemented a study in 2002.

As a public employer, the City continues to abide by the Government Code when establishing and reporting compensation for its employees. In accordance with the California Code of Regulations (CCR) Title 2, Section 570.5, each instance that there is a change in an employee's salary schedule, the Human Resources Department presents the pay schedule to be duly approved and adopted by the City Council in accordance with requirements of applicable public meeting laws.

On June 8, 2018, City Council approved Resolution 2018-74 authorizing the City Manager to execute a professional services agreement with Ralph Anderson and Associates (Consultant) to conduct a classification and compensation study that would survey comparable cities' compensation to that of St. Helena. The collection of data for the classification portion of the study commenced with employee interviews conducted over the summer months. Comparable agencies for the compensation portion were presented at the Classification and Compensation Study update to the City Council on September 11, 2018. The collection of compensation data continued over the fall months and concluded towards the end of the year, timing well to capture any adjustments comparable agencies would implement at the beginning of the 2019 calendar year.

City staff met with the bargaining units at the start of 2019. The Mid-managers and Department Heads Unrepresented Compensation Program and the St. Helena Employees Association (SHEA) are under contract until June 30, 2020, but each Memorandum of Understanding (MOU) included a re-opener to discuss terms of compensation after completion of the compensation study. The St. Helena Police Officers Association (POA) is under contract until June 30, 2020, and not open for any salary adjustment negotiations.

On October 22, 2019, City Council approved Resolution 2019-126 approving the classification and compensation study recommendation for Mid-Managers and Department Heads which implemented compensation adjustments for all Mid-Manager and Department Heads to be within 7.5% of the market median study, effective July 1, 2019, and a 2% salary adjustment for all Mid-Managers and Departments Heads effective January 1, 2020.

DISCUSSION

The City continued negotiations with SHEA late October through November 2019 and reached consensus on November 22, 2019. The City has reached a tentative agreement with SHEA regarding classification and compensation adjustments as follows:

Current Classification:

Accounting Assistant I, III
 Accounting Technician
 Administrative Assistant
 Associate Engineer
 Chief Water Distribution Operator
 Environmental Services Technician
No Current Class
No Current Class
 Human Resources Assistant
 Library Assistant I, II
 Public Works Superintendent
 Public Works Superintendent
 Senior Library Assistant

Recommended Classification:

Accounting Technician I, II
 Senior Accounting Technician
 Permit Technician II - Planning
 Associate Civil Engineer
 Underground Utilities Superintendent
 Environmental Services Technician II
 Executive Assistant
 Fire Inspector
 Human Resources Technician
 Library Associate I, II
 Buildings & Streets Superintendent
 Parks & Trees Superintendent
 Senior Library Associate

The Council defined "market median" as 7.5% below the median salaries of benchmark positions studied in the market study, as the study determined the City's benefit package to be more valuable than other agencies. The compensation study found various citywide classifications to be below, at market, or above the City's defined "market median" as of January 1, 2019, based on a survey of approximately a dozen comparable agencies. In the case of the SHEA members, 11 of the 42 classifications were found to be at or above market requiring no adjustment. Therefore, compensation adjustments effective July 1, 2019, will only be applied to classifications identified on Attachment A within this bargaining unit. Classifications at or above market are y-rated, meaning the employee will not experience a pay reduction as a result of the survey. The City Council has agreed to provide a 2% salary adjustment to all SHEA members effective January 1, 2020, to keep pace with inflation (Attachment B).

Attachment C includes all SHEA job descriptions, Attachment D provides a summary of the SHEA salary percent increases by position effective July 1, 2019 and January 1, 2020, and Attachment E is the updated SHEA MOU.

FISCAL IMPACT

The market median compensation adjustments effective on July 1, 2019, result in a cumulative 5.3% General Fund increase from FY 2018-19, and have been incorporated in the FY 2019-20 Adopted Budget. The FY 2019-20 fiscal impact associated with the January 1, 2020, 2% salary adjustments totals \$15,596 to Fund 101 (General Fund), \$7,820 to Fund 561 (Water Fund), and \$4,571 to Fund 571 (Sewer Fund).

RECOMMENDED ACTION

Consideration and approval of a resolution (1) authorizing and approving classification and compensation study recommendations for St. Helena Employee Association (SHEA); (2) approving classification changes for those miscellaneous members recommended for a reclassification as noted on the publicly available salary schedules; (3) authorizing and approving implementation of compensation adjustments for all

SHEA employees to be within 7.5% of the market median study, effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; (4) duly approving and adopting publicly available compensation schedules in accordance with California Code Section 570.5; and (6) approving the sixth amendment to the Unrepresented Compensation Program to update Section 1.3 Covered Employees with the new classification recommendations; and (5) adopting all job descriptions for all City employees found in Attachment C

ATTACHMENTS

[Attachment A - July 1 2019 Salary Schedule](#)

[Attachment B - January 1 2020 Salary Schedule](#)

[Attachment C - All City Position Job Descriptions](#)

[Attachment D - SHEA Salary Comparison Summary](#)

[Attachment E - SHEA Memorandum Of Understanding](#)

[Attachment F - Resolution - SHEA Comp and Class](#)

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
 Approved and Adopted December 10, 2019

^ Denotes position with a salary adjustment effective July 1, 2019

FY 2019-2020

Position		Steps				
		A	B	C	D	E
<u>St. Helena Employee Association - Miscellaneous Group</u>						
Library Assistant I	Annual	32,441	34,063	35,766	37,554	39,432
	Monthly	2,703	2,839	2,980	3,130	3,286
	Hourly	15.60	16.38	17.20	18.05	18.96
Library Assistant II	Annual	37,308	39,173	41,132	43,189	45,348
	Monthly	3,109	3,264	3,428	3,599	3,779
	Hourly	17.94	18.83	19.77	20.76	21.80
Library Associate I ^ <i>*Formerly Library Assistant I</i>	Annual	44,939	47,186	49,546	52,023	54,624
	Monthly	3,745	3,932	4,129	4,335	4,552
	Hourly	21.61	22.69	23.82	25.01	26.26
Office Assistant ^	Annual	44,999	47,248	49,611	52,091	54,696
	Monthly	3,750	3,937	4,134	4,341	4,558
	Hourly	21.63	22.72	23.85	25.04	26.30
Library Associate II ^ <i>*Formerly Library Assistant II</i>	Annual	49,456	51,929	54,525	57,251	60,114
	Monthly	4,121	4,327	4,544	4,771	5,010
	Hourly	23.78	24.97	26.21	27.52	28.90
Maintenance Worker I ^ Buildings & Streets; Parks & Trees	Annual	49,954	52,452	55,075	57,829	60,720
	Monthly	4,163	4,371	4,590	4,819	5,060
	Hourly	24.02	25.22	26.48	27.80	29.19
Plant Operator in Training ^ Water; Wastewater	Annual	50,280	52,794	55,434	58,206	61,116
	Monthly	4,190	4,400	4,620	4,851	5,093
	Hourly	24.17	25.38	26.65	27.98	29.38
Permit Technician I ^ Planning; Building <i>*Formerly Building Permit Technician I</i>	Annual	50,586	53,115	55,771	58,560	61,488
	Monthly	4,216	4,426	4,648	4,880	5,124
	Hourly	24.32	25.54	26.81	28.15	29.56
Maintenance Worker I - Underground Utilities ^ <i>*Formerly Maintenance Worker I - Water Dist.</i>	Annual	51,987	54,586	57,315	60,181	63,190
	Monthly	4,332	4,549	4,776	5,015	5,266
	Hourly	24.99	26.24	27.56	28.93	30.38
Accounting Technician I ^ <i>*Formerly Accounting Assistant I</i>	Annual	53,640	56,322	59,138	62,095	65,200
	Monthly	4,470	4,694	4,928	5,175	5,433
	Hourly	25.79	27.08	28.43	29.85	31.35
Administrative Assistant	Annual	53,997	56,697	59,532	62,509	65,634
	Monthly	4,500	4,725	4,961	5,209	5,470
	Hourly	25.96	27.26	28.62	30.05	31.55
Librarian I ^	Annual	54,338	57,055	59,908	62,903	66,048
	Monthly	4,528	4,755	4,992	5,242	5,504
	Hourly	26.12	27.43	28.80	30.24	31.75
Senior Library Associate ^ <i>*Formerly Senior Library Assistant</i>	Annual	54,377	57,096	59,951	62,949	66,096
	Monthly	4,531	4,758	4,996	5,246	5,508
	Hourly	26.14	27.45	28.82	30.26	31.78

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FY 2019-2020

Position		Steps				
		A	B	C	D	E
Maintenance Worker II	Annual	54,949	57,696	60,581	63,610	66,791
Buildings & Streets; Parks & Trees	Monthly	4,579	4,808	5,048	5,301	5,566
	Hourly	26.42	27.74	29.13	30.58	32.11
Permit Technician II	Annual	55,641	58,423	61,344	64,411	67,632
Planning; Building	Monthly	4,637	4,869	5,112	5,368	5,636
<i>*Formerly Building Permit Technician II</i>	Hourly	26.75	28.09	29.49	30.97	32.52
Administrative Records Assistant ^	Annual	56,707	59,542	62,519	65,645	68,927
<i>*Formerly Administrative Assistant</i>	Monthly	4,726	4,962	5,210	5,470	5,744
	Hourly	27.26	28.63	30.06	31.56	33.14
Environmental Services Technician I	Annual	56,964	59,812	62,803	65,943	69,240
<i>*New Position</i>	Monthly	4,747	4,984	5,234	5,495	5,770
	Hourly	27.39	28.76	30.19	31.70	33.29
Maintenance Worker II - Underground Utilities	Annual	57,190	60,050	63,053	66,206	69,516
<i>*Formerly Maintenance Worker II - Water Dist.</i>	Monthly	4,766	5,004	5,254	5,517	5,793
	Hourly	27.50	28.87	30.31	31.83	33.42
Plant Operator I ^	Annual	57,852	60,745	63,782	66,971	70,320
Water; Wastewater	Monthly	4,821	5,062	5,315	5,581	5,860
	Hourly	27.81	29.20	30.66	32.20	33.81
Accounting Technician II ^	Annual	59,007	61,957	65,055	68,308	71,723
<i>*Formerly Accounting Assistant III</i>	Monthly	4,917	5,163	5,421	5,692	5,977
	Hourly	28.37	29.79	31.28	32.84	34.48
Human Resources Technician ^	Annual	59,343	62,310	65,426	68,697	72,132
<i>*Formerly Administrative Assistant</i>	Monthly	4,945	5,193	5,452	5,725	6,011
	Hourly	28.53	29.96	31.45	33.03	34.68
Executive Assistant	Annual	59,402	62,372	65,491	68,766	72,204
<i>*New Position</i>	Monthly	4,950	5,198	5,458	5,731	6,017
	Hourly	28.56	29.99	31.49	33.06	34.71
Librarian II ^	Annual	59,768	62,756	65,894	69,189	72,648
	Monthly	4,981	5,230	5,491	5,766	6,054
	Hourly	28.73	30.17	31.68	33.26	34.93
Lead Maintenance Worker ^	Annual	60,449	63,471	66,645	69,977	73,476
Buildings & Streets; Parks & Trees	Monthly	5,037	5,289	5,554	5,831	6,123
	Hourly	29.06	30.51	32.04	33.64	35.33
Permit Technician III ^	Annual	61,209	64,269	67,482	70,856	74,399
Building; Planning	Monthly	5,101	5,356	5,624	5,905	6,200
<i>*Formerly Building Permit Technician III</i>	Hourly	29.43	30.90	32.44	34.07	35.77
Environmental Services Technician II ^	Annual	62,655	65,788	69,077	72,531	76,158
<i>*Formerly Environmental Services Technician</i>	Monthly	5,221	5,482	5,756	6,044	6,347
	Hourly	30.12	31.63	33.21	34.87	36.61

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
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FY 2019-2020

Position		Steps				
		A	B	C	D	E
Lead Maintenance Worker - Underground Utilities ^	Annual	62,907	66,052	69,355	72,823	76,464
<i>*Formerly Maintenance Lead Worker - Water Dist.</i>	Monthly	5,242	5,504	5,780	6,069	6,372
	Hourly	30.24	31.76	33.34	35.01	36.76
Plant Operator II ^	Annual	63,608	66,788	70,127	73,633	77,315
Water; Wastewater	Monthly	5,301	5,566	5,844	6,136	6,443
	Hourly	30.58	32.11	33.71	35.40	37.17
Senior Accounting Technician ^	Annual	64,901	68,146	71,553	75,131	78,888
<i>*Formerly Accounting Technician</i>	Monthly	5,408	5,679	5,963	6,261	6,574
	Hourly	31.20	32.76	34.40	36.12	37.93
Senior Librarian ^	Annual	65,741	69,028	72,479	76,103	79,908
	Monthly	5,478	5,752	6,040	6,342	6,659
	Hourly	31.61	33.19	34.85	36.59	38.42
Plant Operator III ^	Annual	66,787	70,126	73,632	77,314	81,180
Water; Wastewater	Monthly	5,566	5,844	6,136	6,443	6,765
	Hourly	32.11	33.71	35.40	37.17	39.03
Assistant Planner ^	Annual	67,409	70,779	74,318	78,034	81,936
	Monthly	5,617	5,898	6,193	6,503	6,828
	Hourly	32.41	34.03	35.73	37.52	39.39
Recreation Supervisor ^	Annual	68,423	71,844	75,436	79,208	83,168
	Monthly	5,702	5,987	6,286	6,601	6,931
	Hourly	32.90	34.54	36.27	38.08	39.98
Fire Inspector	Annual	68,900	72,345	75,962	79,760	83,748
<i>*New Position</i>	Monthly	5,742	6,029	6,330	6,647	6,979
	Hourly	33.12	34.78	36.52	38.35	40.26
Junior Engineer ^	Annual	72,059	75,662	79,445	83,417	87,588
	Monthly	6,005	6,305	6,620	6,951	7,299
	Hourly	34.64	36.38	38.19	40.10	42.11
Associate Planner	Annual	74,147	77,854	81,747	85,834	90,126
	Monthly	6,179	6,488	6,812	7,153	7,511
	Hourly	35.65	37.43	39.30	41.27	43.33
Buildings & Streets Superintendent	Annual	76,784	80,623	84,654	88,887	93,331
Parks & Trees Superintendent	Monthly	6,399	6,719	7,055	7,407	7,778
<i>*Formerly Public Works Superintendent</i>	Hourly	36.92	38.76	40.70	42.73	44.87
Junior Assistant Engineer ^	Annual	79,266	83,229	87,390	91,760	96,348
	Monthly	6,605	6,936	7,283	7,647	8,029
	Hourly	38.11	40.01	42.01	44.12	46.32
Underground Utilities Superintendent ^	Annual	80,162	84,170	88,379	92,798	97,438
<i>*Formerly Chief Water Distribution Operator</i>	Monthly	6,680	7,014	7,365	7,733	8,120
	Hourly	38.54	40.47	42.49	44.61	46.85

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
 Approved and Adopted December 10, 2019

^ Denotes position with a salary adjustment effective July 1, 2019

FY 2019-2020

Position		Steps				
		A	B	C	D	E
Chief Plant Operator ^ Water; Wastewater	Annual	80,162	84,170	88,379	92,798	97,438
	Monthly	6,680	7,014	7,365	7,733	8,120
	Hourly	38.54	40.47	42.49	44.61	46.85
Assistant Engineer ^	Annual	83,226	87,387	91,756	96,344	101,161
	Monthly	6,936	7,282	7,646	8,029	8,430
	Hourly	40.01	42.01	44.11	46.32	48.64
Associate Civil Engineer ^	Annual	91,557	96,135	100,942	105,989	111,288
	Monthly	7,630	8,011	8,412	8,832	9,274
	Hourly	44.02	46.22	48.53	50.96	53.50

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

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

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

(3) Standby Pay - Shall be paid at a rate of \$100.00 per weekend to those employees in the Public Works Department who are required to be on Standby on weekends (3:30 p.m. Friday to 7:00 a.m. Monday), \$100.00 per week for those employees who are required to Standby for the week (Monday - Friday) and \$100.00 for those employees who are required to Standby on holidays (3:30 p.m. to 7:00 a.m. of the next regular work day).

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

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant

A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city

Certification for back-flow prevention devices for Public Works employees

Playground Inspection Certification for employees working in the Parks Division

Arborist Certificate for employees working in the Parks Division

Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division

(4) Uniform Allowance as follow:

Employees assigned to Water Distribution and Public Works - \$35.49 per pay period

Employees assigned to Parks-Trees-Buildings - \$33.06 per pay period

Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - \$9.29 per pay period

Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - \$5.79 per pay period

Employees assigned to the Water Treatment Plant - \$11.49 per pay period

(6) Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

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

Attachment B

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
 Approved and Adopted December 10, 2019
 Includes a 2% Salary Increase effective January 1, 2020
 FY 2019-2020

Position		Steps				
		A	B	C	D	E
<u>St. Helena Employee Association - Miscellaneous Group</u>						
Library Assistant I	Annual	33,090	34,744	36,481	38,305	40,221
	Monthly	2,757	2,895	3,040	3,192	3,352
	Hourly	15.91	16.70	17.54	18.42	19.34
Library Assistant II	Annual	38,054	39,957	41,955	44,052	46,255
	Monthly	3,171	3,330	3,496	3,671	3,855
	Hourly	18.30	19.21	20.17	21.18	22.24
Library Associate I <i>*Formerly Library Assistant I</i>	Annual	45,838	48,130	50,536	53,063	55,716
	Monthly	3,820	4,011	4,211	4,422	4,643
	Hourly	22.04	23.14	24.30	25.51	26.79
Office Assistant	Annual	45,899	48,193	50,603	53,133	55,790
	Monthly	3,825	4,016	4,217	4,428	4,649
	Hourly	22.07	23.17	24.33	25.54	26.82
Library Associate II <i>*Formerly Library Assistant II</i>	Annual	50,445	52,967	55,615	58,396	61,316
	Monthly	4,204	4,414	4,635	4,866	5,110
	Hourly	24.25	25.46	26.74	28.08	29.48
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	50,954	53,501	56,176	58,985	61,934
	Monthly	4,246	4,458	4,681	4,915	5,161
	Hourly	24.50	25.72	27.01	28.36	29.78
Plant Operator in Training Water; Wastewater	Annual	51,286	53,850	56,543	59,370	62,339
	Monthly	4,274	4,488	4,712	4,948	5,195
	Hourly	24.66	25.89	27.18	28.54	29.97
Permit Technician I Planning; Building <i>*Formerly Building Permit Technician I</i>	Annual	51,598	54,178	56,887	59,731	62,718
	Monthly	4,300	4,515	4,741	4,978	5,227
	Hourly	24.81	26.05	27.35	28.72	30.15
Maintenance Worker I - Underground Utilities <i>*Formerly Maintenance Worker I - Water Dist.</i>	Annual	53,027	55,678	58,462	61,385	64,454
	Monthly	4,419	4,640	4,872	5,115	5,371
	Hourly	25.49	26.77	28.11	29.51	30.99
Accounting Technician I <i>*Formerly Accounting Assistant I</i>	Annual	54,713	57,448	60,320	63,336	66,503
	Monthly	4,559	4,787	5,027	5,278	5,542
	Hourly	26.30	27.62	29.00	30.45	31.97
Administrative Assistant	Annual	55,077	57,831	60,723	63,759	66,947
	Monthly	4,590	4,819	5,060	5,313	5,579
	Hourly	26.48	27.80	29.19	30.65	32.19
Librarian I	Annual	55,425	58,196	61,106	64,161	67,369
	Monthly	4,619	4,850	5,092	5,347	5,614
	Hourly	26.65	27.98	29.38	30.85	32.39
Senior Library Associate <i>*Formerly Senior Library Assistant</i>	Annual	55,465	58,238	61,150	64,208	67,418
	Monthly	4,622	4,853	5,096	5,351	5,618
	Hourly	26.67	28.00	29.40	30.87	32.41

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 FY 2019-2020

Position		Steps				
		A	B	C	D	E
Maintenance Worker II	Annual	56,048	58,850	61,793	64,883	68,127
Buildings & Streets; Parks & Trees	Monthly	4,671	4,904	5,149	5,407	5,677
	Hourly	26.95	28.29	29.71	31.19	32.75
Permit Technician II	Annual	56,754	59,592	62,572	65,701	68,986
Planning; Building	Monthly	4,729	4,966	5,214	5,475	5,749
<i>*Formerly Building Permit Technician II</i>	Hourly	27.29	28.65	30.08	31.59	33.17
Administrative Records Assistant	Annual	57,841	60,733	63,770	66,959	70,307
<i>*Formerly Administrative Assistant</i>	Monthly	4,820	5,061	5,314	5,580	5,859
	Hourly	27.81	29.20	30.66	32.19	33.80
Environmental Services Technician I	Annual	58,103	61,008	64,058	67,261	70,624
<i>*New Position</i>	Monthly	4,842	5,084	5,338	5,605	5,885
	Hourly	27.93	29.33	30.80	32.34	33.95
Maintenance Worker II - Underground Utilities	Annual	58,334	61,250	64,313	67,529	70,905
<i>*Formerly Maintenance Worker II - Water Dist.</i>	Monthly	4,861	5,104	5,359	5,627	5,909
	Hourly	28.05	29.45	30.92	32.47	34.09
Plant Operator I	Annual	59,009	61,959	65,057	68,310	71,726
Water; Wastewater	Monthly	4,917	5,163	5,421	5,693	5,977
	Hourly	28.37	29.79	31.28	32.84	34.48
Accounting Technician II	Annual	60,187	63,196	66,356	69,674	73,158
<i>*Formerly Accounting Assistant III</i>	Monthly	5,016	5,266	5,530	5,806	6,097
	Hourly	28.94	30.38	31.90	33.50	35.17
Human Resources Technician	Annual	60,530	63,556	66,734	70,071	73,575
<i>*Formerly Administrative Assistant</i>	Monthly	5,044	5,296	5,561	5,839	6,131
	Hourly	29.10	30.56	32.08	33.69	35.37
Executive Assistant	Annual	60,590	63,620	66,801	70,141	73,648
<i>*New Position</i>	Monthly	5,049	5,302	5,567	5,845	6,137
	Hourly	29.13	30.59	32.12	33.72	35.41
Librarian II	Annual	60,963	64,011	67,212	70,573	74,102
	Monthly	5,080	5,334	5,601	5,881	6,175
	Hourly	29.31	30.77	32.31	33.93	35.63
Lead Maintenance Worker	Annual	61,658	64,741	67,978	71,377	74,946
Buildings & Streets; Parks & Trees	Monthly	5,138	5,395	5,665	5,948	6,246
	Hourly	29.64	31.13	32.68	34.32	36.03
Permit Technician III	Annual	62,433	65,555	68,833	72,275	75,889
Building; Planning	Monthly	5,203	5,463	5,736	6,023	6,324
<i>*Formerly Building Permit Technician III</i>	Hourly	30.02	31.52	33.09	34.75	36.49
Environmental Services Technician II	Annual	63,908	67,104	70,459	73,982	77,681
<i>*Formerly Environmental Services Technician</i>	Monthly	5,326	5,592	5,872	6,165	6,473
	Hourly	30.73	32.26	33.87	35.57	37.35

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
 Approved and Adopted December 10, 2019
 Includes a 2% Salary Increase effective January 1, 2020
FY 2019-2020

Position		Steps				
		A	B	C	D	E
Lead Maintenance Worker - Underground Utilities <i>*Formerly Maintenance Lead Worker - Water Dist.</i>	Annual	64,165	67,373	70,742	74,279	77,993
	Monthly	5,347	5,614	5,895	6,190	6,499
	Hourly	30.85	32.39	34.01	35.71	37.50
Plant Operator II Water; Wastewater	Annual	64,880	68,124	71,530	75,107	78,862
	Monthly	5,407	5,677	5,961	6,259	6,572
	Hourly	31.19	32.75	34.39	36.11	37.91
Senior Accounting Technician <i>*Formerly Accounting Technician</i>	Annual	66,199	69,509	72,984	76,633	80,465
	Monthly	5,517	5,792	6,082	6,386	6,705
	Hourly	31.83	33.42	35.09	36.84	38.69
Senior Librarian	Annual	67,055	70,408	73,928	77,624	81,505
	Monthly	5,588	5,867	6,161	6,469	6,792
	Hourly	32.24	33.85	35.54	37.32	39.19
Plant Operator III Water; Wastewater	Annual	68,123	71,529	75,105	78,860	82,803
	Monthly	5,677	5,961	6,259	6,572	6,900
	Hourly	32.75	34.39	36.11	37.91	39.81
Assistant Planner	Annual	68,757	72,195	75,805	79,595	83,575
	Monthly	5,730	6,016	6,317	6,633	6,965
	Hourly	33.06	34.71	36.44	38.27	40.18
Recreation Supervisor	Annual	69,791	73,281	76,945	80,792	84,832
	Monthly	5,816	6,107	6,412	6,733	7,069
	Hourly	33.55	35.23	36.99	38.84	40.78
Fire Inspector <i>*New Position</i>	Annual	70,278	73,792	77,482	81,356	85,424
	Monthly	5,856	6,149	6,457	6,780	7,119
	Hourly	33.79	35.48	37.25	39.11	41.07
Junior Engineer	Annual	73,500	77,175	81,034	85,086	89,340
	Monthly	6,125	6,431	6,753	7,091	7,445
	Hourly	35.34	37.10	38.96	40.91	42.95
Associate Planner	Annual	75,630	79,411	83,382	87,551	91,929
	Monthly	6,302	6,618	6,949	7,296	7,661
	Hourly	36.36	38.18	40.09	42.09	44.20
Buildings & Streets Superintendent Parks & Trees Superintendent <i>*Formerly Public Works Superintendent</i>	Annual	78,320	82,236	86,348	90,665	95,198
	Monthly	6,527	6,853	7,196	7,555	7,933
	Hourly	37.65	39.54	41.51	43.59	45.77
Junior Assistant Engineer	Annual	80,851	84,894	89,139	93,596	98,276
	Monthly	6,738	7,075	7,428	7,800	8,190
	Hourly	38.87	40.81	42.86	45.00	47.25
Underground Utilities Superintendent <i>*Formerly Chief Water Distribution Operator</i>	Annual	81,765	85,854	90,147	94,654	99,387
	Monthly	6,814	7,155	7,512	7,888	8,282
	Hourly	39.31	41.28	43.34	45.51	47.78

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Position		Steps				
		A	B	C	D	E
Chief Plant Operator Water; Wastewater	Annual	81,765	85,854	90,147	94,654	99,387
	Monthly	6,814	7,155	7,512	7,888	8,282
	Hourly	39.31	41.28	43.34	45.51	47.78
Assistant Engineer	Annual	84,891	89,135	93,592	98,272	103,186
	Monthly	7,074	7,428	7,799	8,189	8,599
	Hourly	40.81	42.85	45.00	47.25	49.61
Associate Civil Engineer	Annual	93,388	98,058	102,961	108,109	113,514
	Monthly	7,782	8,172	8,580	9,009	9,460
	Hourly	44.90	47.14	49.50	51.98	54.57

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

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

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

(3) Standby Pay - Shall be paid at a rate of \$100.00 per weekend to those employees in the Public Works Department who are required to be on Standby on weekends (3:30 p.m. Friday to 7:00 a.m. Monday), \$100.00 per week for those employees who are required to Standby for the week (Monday - Friday) and \$100.00 for those employees who are required to Standby on holidays (3:30 p.m. to 7:00 a.m. of the next regular work day).

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

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

(4) Uniform Allowance as follow:

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

(6) Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

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

CITY OF ST. HELENA
LIBRARY ASSISTANT I/II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under supervision (Library Assistant I) or general supervision (Library Assistant II), learns to perform and performs a wide variety of clerical and sub-professional library support services related to patron assistance, circulation, automation, acquisitions, and processing; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs customer service duties as assigned; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Library Assistant I

The **Library Assistant I** is the entry level classification in which incumbents perform the more routine library service functions, including circulation duties, selection and preparation of materials, acquisition and routing of materials, weeding and shelf-reading books, and assisting in the preparation of programs. Initially under closer supervision, incumbents learn to perform functions within established guidelines. This classification is alternatively staffed with Library Assistant II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Library Assistant II

The **Library Assistant II** is the journey level classification in which incumbents are expected to independently perform the full scope of assigned library support duties. This class is distinguished from the next higher classification of Library Associate in that the latter requires a broader and more detailed understanding of library operations.

SUPERVISION RECEIVED/EXERCISED:

Library Assistant I

Receives supervision from a Senior Library Associate, a Librarian I/II, or a Senior Librarian. May also receive supervision from the Library Director. May exercise direct supervision over assigned volunteer staff.



Library Assistant II

Receives general supervision from a Senior Library Associate, a Librarian I/II, or a Senior Librarian. May also receive supervision from the Library Director. May exercise direct supervision over assigned volunteer staff.

ESSENTIAL FUNCTIONS:

- Performs a variety of circulation and reference duties at the Circulation and Reference Desk; assists patrons; checks in and checks out materials; prepares materials for return to the circulating collection; registers new patrons; signs up patrons for the e-newsletter; conducts router; responds to in-person and phone requests for library materials, services and information; assists patrons and explains the use of computers as well as other related equipment available for general public use; imparts information using e-resources.
- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.
- Assists in the coordination of basic public service functions, including organizing and presenting story hours, class visits and reading programs; assists readers with library resources, answering reference questions, setting up displays, and other public services activities.
- Processes inter-library loans; assists with requests for materials not available in local collection; creates and prepares displays and collections of items, bulletin boards, and bibliographies; assists in coordinating materials for special programs.
- Assists in updating and maintaining the Library's collection; suggests titles to purchase; orders, invoices, receives and tracks materials selected; operates and maintains a variety of computer and automated office systems related to library services and record keeping; posts, files, maintains, and enters records; compiles data and prepares summary reports.
- Opens and closes branch library facilities, coordinates building and equipment maintenance and supply needs with system-wide personnel.
- Provides reference services, indirectly supervised by professional staff, answering all types of reference questions, including fact-based, more complex and reader's advisory questions.
- Operates a variety of computer systems related to library services and record keeping; posts, files, maintains, and enters records; compiles data and prepares summary reports; maintains records of all Inter-Library Loan transactions.
- Assists in the selection and processing of incoming materials for use in the Library collection; selects materials for various sections of the collection; updates best seller lists;



orders books from distributors; downloads cataloging records from a database; assigns proper classification numbers and subject headings.

- Inspects returned materials, including books, publications and video tapes for damage; performs mending, cleaning and repair of materials as necessary; removes and returns expired holds; processes audiovisual materials; operates audiovisual equipment and maintains related records and materials.
- Assists in weeding and shelf-reading; removes designated materials from the collection; reorganizes shelved materials through visual inspection.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Library Assistant I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Library Assistant I

One year of responsible clerical experience involving public contact. Experience in a library setting is preferred. Completion of an Associate's degree with major course work in a related field is highly desirable.

Library Assistant II

In addition to the above, one year of experience equivalent to a Library Assistant I in the City of St. Helena.

License/Certificate:



Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of standard library routines, procedures and services; standard library automated circulation and borrower services; principles and practices of library cataloging and classification systems; principles of children and youth reader services; a range of American books and media, basic international literature and major current events; information sources and methods; collection evaluation and materials selection techniques; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; principles and practices of customer service; methods and techniques of creative problem solving; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform a variety of clerical and sub-professional library support services related to patron assistance; use coding and other technical cataloging standards; analyze automated bibliographic records; maintain confidentiality of sensitive information; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; exercise flexibility; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
LIBRARY ASSOCIATE I/II

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DEFINITION:

Under supervision (Library Associate I) or general supervision (Library Associate II), performs a wide variety of technical and paraprofessional library support services related to patron assistance, circulation, automation, acquisitions, processing and office and financial processing; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs customer service duties as assigned; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Library Associate I

The **Library Associate I** is the entry level classification in which incumbents perform the more routine technical and library support duties. Initially under closer supervision, incumbents learn to perform functions within established guidelines. This classification is alternatively staffed with Library Associate II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Library Associate II

The **Library Associate II** is the journey level classification in which incumbents are expected to independently perform the full scope of assigned technical and library support duties. Incumbents may provide direct supervision over volunteer staff in the assigned service areas such as technical services, youth services, and circulation. This class is distinguished from the next higher classification of Senior Library Associate in that the latter requires a broader and more detailed understanding of library operations, has supervision responsibilities and performs duties involving a higher level of complexity and difficulty.

SUPERVISION RECEIVED/EXERCISED:

Library Associate I

Receives supervision from a Senior Library Associate, a Librarian I/II, or a Senior Librarian. May also receive supervision from the Library Director. May exercise direct supervision over assigned volunteer staff.



Library Associate II

Receives general supervision from a Senior Library Associate, a Librarian I/II, or a Senior Librarian. May also receive supervision from the Library Director. May exercise direct supervision over assigned volunteer staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Maintains financial processes for the Library, including accounts payable and cash receipts; processes work orders for maintenance; serves as point of contact for the scheduling of meeting room rentals; maintains supplies and ordering of materials; manages the distribution of materials for the Library Board.
- Performs a variety of circulation duties at the Circulation and Reference Desk; assists patrons; checks in and checks out materials; prepares materials for return to the circulating collection; registers new patrons.
- Performs a variety of reference duties at the Circulation and Reference Desk; assists patrons; responds to in-person and phone requests for library materials, services and information; assists patrons and explains the use of computers as well as other related equipment available for general public use.
- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.
- Assists in the coordination of basic public service functions; assists readers with library resources, answering reference questions, setting up displays, and other public services activities; maintains community room rentals and calendar of events.
- Coordinates and maintains all outside library circulation; pulls, scans, packages and returns items; performs maintenance on all items, including lost, damaged or overdue items.
- Creates and prepares displays and collections of items, bulletin boards, and bibliographies; assists in coordinating materials for special programs.
- Opens and closes branch library facilities, coordinates building and equipment maintenance and supply needs with system-wide personnel.
- Provides reference services, indirectly supervised by professional staff, answering all types of reference questions, including fact-based, more complex and reader's advisory questions.
- Operates a variety of computer systems related to library services and record keeping; posts, files, maintains, and enters records; compiles data and prepares summary reports; maintains records of all statistical transactions.



- Inspects returned materials, including books, publications and video tapes for damage; processes audiovisual materials; operates audiovisual equipment and maintains related records and materials.
- Assists in weeding and shelf-reading; removes designated materials from the collection; reorganizes shelved materials through visual inspection; shelves and sorts carts.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Library Associate I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Library Associate I

Completion of an Associate's degree with major course work in a related field and one year of experience equivalent to a Library Assistant II in the City of St. Helena.

Library Associate II

In addition to the above, one year of experience equivalent to a Library Associate I in the City of St. Helena.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Principles and practices of standard library routines, procedures and services; standard library automated circulation and borrower services; principles and practices of library cataloging and classification systems; principles of children and youth reader services; a range of American books and media, basic international literature and major current events; information sources and methods; collection evaluation and materials selection techniques; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; principles and practices of customer service; methods and techniques of creative problem solving; basic financial and governmental accounting as related to annual budgets; basic statistical computation; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform a variety of technical and paraprofessional library support services related to patron assistance; use coding and other technical cataloging standards; analyze automated bibliographic records; maintain confidentiality of sensitive information; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; frequently multi-task; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; exercise flexibility; perform basic mathematics; work autonomously and on a team; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

OFFICE ASSISTANT

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DEFINITION:

Under general supervision, performs routine tasks and duties by providing office, clerical and administrative support to management staff and other staff as needed; assists callers and visitors by supplying information personally or directing information requests according to established procedures; sorts, logs and maintains records and other documents; interprets and applies policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Office Assistant** is the full working level position in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of office and administrative support duties, including organization and coordination of work load, maintenance of a calendar and scheduling appointments and events. This classification is distinguished from the next higher classification of Administrative Assistant in that the latter is responsible for the more complex assignments and functions with a higher degree of independence.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision administrative and/or management staff. Incumbents in this classification do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

- Performs routine tasks and duties by providing office, clerical and administrative support; assists callers and visitors by supplying information personally or directing information requests according to established procedures; responds to questions and concerns from the general public; provides information as appropriate; represents the City to all callers and visitors in a professional and customer friendly manner.
- Uses computers to enter, prepare and proofread drafts, labels, forms, envelopes and a variety of documents, including general correspondence, reports, memos, fliers and statistical charts; operates other automated office equipment; types drafts and a wide variety of finished documents from recording devices, notes, brief written or oral



instructions; compiles and maintains records and prepares reports, resolutions and ordinances; attends meetings and records and transcribes minutes; inputs, retrieves and references various computer data management systems.

- Organizes and coordinates work; sets priorities and meets deadlines; performs a variety of office administrative tasks such as opening and distributing mail, entering and retrieving data, and preparing reports; orders office and other various supplies.
- Makes appointments and maintains a calendar; schedules and arranges meetings and special events; makes travel arrangements; organizes meetings and special events by notifying participants, making necessary arrangements, and preparing required informational materials.
- Provides follow-up and research information on inquiries and problems, which require knowledge of services and programs of the City; resolves problems and responds to special assignments, which require interdepartmental or staff communications.
- Depending on area of assignment, compiles materials and assists in the preparation of Council packets, reports, manuals and logs; assists in the preparation and distribution of agendas, materials, minutes and records of meetings; may attend Council and Commission meetings on a relief basis.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work related documents, and acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Office Assistant**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of clerical experience, and equivalent to the completion of the twelfth grade.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Standard office and administrative policies and procedures; business arithmetic; business letter writing and the standard format for typed materials; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Provide general clerical support to a specialized work unit; demonstrate an understanding of applicable policies, procedures and work methods associated with assigned duties; use applicable office terminology, forms, documents and procedures in the course of work; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the phone; courteously respond to community issues, concerns and needs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues, and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
MAINTENANCE WORKER I/II - BUILDINGS & STREETS

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DEFINITION:

Under general supervision, learns to perform and performs a variety of building and street maintenance and construction work; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Maintenance Worker I - Buildings & Streets

The **Maintenance Worker I - Buildings & Streets** is the entry level class in the Public Works Maintenance series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex assignments within an established procedural framework where there are minimal consequences of error, including a wide variety of maintenance and construction tasks. This classification is alternatively staffed with Maintenance Worker II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Maintenance Worker II - Buildings & Streets

The **Maintenance Worker II - Buildings & Streets** is the journey level class in the Public Works Maintenance series in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of maintenance and construction tasks. Incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. This classification is distinguished from the next higher classification of Lead Maintenance Worker, which is responsible for performing the more complex maintenance assignments and has lead responsibility duties.

SUPERVISION RECEIVED/EXERCISED:

Maintenance Worker I - Buildings & Streets

Receives immediate supervision from a Public Works Superintendent. Incumbents may receive lead direction from a Maintenance Worker II or a Lead Maintenance Worker. Incumbents in this class do not routinely exercise supervision.



Maintenance Worker II - Buildings & Streets

Receives general supervision from a Public Works Superintendent. Incumbents may receive lead direction from a Lead Maintenance Worker. May exercise functional or technical supervision over lower level workers.

ESSENTIAL FUNCTIONS:

- Performs a variety of maintenance, repair, construction and installation work in streets and building and grounds maintenance.
- Performs street maintenance duties including breaking, removing, crack sealing, hydropatching, and repairing surfaces; rolls and irons asphalt.
- Assists in the installation and maintenance of City signs, road markings, striping, and delineators; paints street lines and crosswalks.
- Performs concrete sidewalk, curb, gutter, and ramp installation and repair; installs bricks and pavers; sweeps streets and sidewalks.
- Installs and maintains and repairs street lights.
- Performs skilled and semi-skilled work in building and facility maintenance including carpentry, plumbing, mechanical, electrical, and painting; performs general cleaning of buildings, facilities, and grounds; repairs and installs electrical outlets, fixtures, switches, and wiring; performs interior and exterior painting and staining; stocks paper, supplies, and other supplies as needed; inspects facilities, elevators, and grounds for conditions needing repair and maintenance.
- Digs, shovels, hauls, loads and unloads materials.
- Conducts traffic control during maintenance and construction projects; sets up traffic control signs and direct and control traffic around work sites; communicates with the public during flagging duties.
- Operates a variety of hand and power tools including jack hammers, tampers, pavement breakers, and other hand and power tools; operates trucks, backhoes, rollers, street sweepers, aerial lifts, and other construction vehicles and equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.
- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to questions and concerns from the general public; provides information as is



appropriate and resolves public service complaints.

- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Maintenance Worker I/II - Buildings & Streets**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Maintenance Worker I - Buildings & Streets

Six months of work experience as a laborer in construction, maintenance or landscape work, and a high school diploma or equivalent.

Maintenance Worker II - Buildings & Streets

In addition to the above, one year of experience in construction and maintenance of streets, water distribution, parks, or buildings and grounds equivalent to that of a Maintenance Worker I with the City of St. Helena.

License/Certificate:

Maintenance Worker I

Possession of, or the ability to obtain, a valid class C California driver's license.

Maintenance Worker II



Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of a class B California driver's license may be required.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics, and repair of streets, lighting, traffic signs and markings and buildings and facilities; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform maintenance, repair, and installation of asphalt, signs, lighting, concrete, and buildings and facilities; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
MAINTENANCE WORKER I/II - PARKS & TREES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, learns to perform and performs a variety of park and tree maintenance and construction work; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Maintenance Worker I - Parks & Trees

The **Maintenance Worker I - Parks & Trees** is the entry level class in the Public Works Maintenance series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex assignments within an established procedural framework where there are minimal consequences of error, including a wide variety of maintenance and construction tasks. This classification is alternatively staffed with Maintenance Worker II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Maintenance Worker II - Parks & Trees

The **Maintenance Worker II - Parks & Trees** is the journey level class in the Public Works Maintenance series in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of maintenance and construction tasks. Incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. This classification is distinguished from the next higher classification of Lead Maintenance Worker, which is responsible for performing the more complex maintenance assignments and has lead responsibility duties.

SUPERVISION RECEIVED/EXERCISED:

Maintenance Worker I - Parks & Trees

Receives immediate supervision from a Public Works Superintendent. Incumbents may receive lead direction from a Maintenance Worker II or a Lead Maintenance Worker.



Incumbents in this class do not routinely exercise supervision.

Maintenance Worker II – Parks & Trees

Receives general supervision from a Public Works Superintendent. Incumbents may receive lead direction from a Lead Maintenance Worker. May exercise functional or technical supervision over lower level workers.

ESSENTIAL FUNCTIONS:

- Performs a variety of maintenance, repair, construction and installation work related to parks and tree maintenance.
- Performs park maintenance including mowing, edging, and weeding landscaped areas; plants trees, flowers, and shrubs; assists in the installation of new park areas; repairs tiles and removes graffiti at parks; maintains and upgrades all City parks, pathways, and landscape areas; repairs and installs landscape irrigation systems; assists in the application of herbicides and pesticides; inspects park play equipment for conditions needing repair and maintenance.
- Performs tree maintenance including maintaining City trees for public safety by performing tree pruning; cuts and trims tree branches and limbs which create hazardous conditions; removes rubbish, dead limbs, and hanging limbs from trees.
- Conducts traffic control during maintenance and construction projects; sets up traffic control signs and direct and control traffic around work sites; communicates with the public during flagging duties.
- Operates trucks and other maintenance and construction equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.
- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.
- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive



hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Maintenance Worker I/II – Parks & Trees**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Maintenance Worker I – Parks & Trees

Six months of work experience as a laborer in construction, maintenance or landscape work, and a high school diploma or equivalent.

Maintenance Worker II – Parks & Trees

In addition to the above, one year of experience in construction and maintenance of streets, water distribution, parks, or buildings and grounds equivalent to that of a Maintenance Worker I with the City of St. Helena.

License/Certificate:

Maintenance Worker I – Parks & Trees

Possession of, or the ability to obtain, a valid class C California driver's license.

Maintenance Worker II – Parks & Trees

Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of, or ability to obtain a Certified Tree Arborist certification. Possession of a class B California driver's license may be required.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics,



and repair of City parks and trees; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform maintenance, repair, and installation of City parks and trees; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
PLANT OPERATOR I/II/III
PLANT OPERATOR-IN-TRAINING
WATER TREATMENT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direct and general supervision, learns to perform and performs the full array of duties assigned to classes in the Plant Operator-Water Treatment series, including operations, controls and maintenance work in a Public Works water treatment plant facility; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Plant Operator -in-Training -Water Treatment (OIT)/Plant Operator I-Water Treatment

The Plant Operator-in-Training is the entry and first working level class in which the incumbent learns to perform assigned duties. Initially, under direct supervision, incumbents perform the more routine Plant operator duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Plant Operator II, and incumbents may advance to the higher level after gaining experience, obtaining required certifications and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Plant Operator II -Water Treatment

The Plant Operator II is the journey level class responsible for a wide variety of plant operations and maintenance of the water treatment plants, and incumbents are expected to perform the full scope of assigned duties. The classification is alternatively staffed with Plant Operator III, and incumbents may advance to the higher level after gaining experience, obtaining required certifications and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Plant Operator III -Water Treatment

The Plant Operator III is the advanced journey level class responsible for the full range of treatment plant responsibilities and for the performance of the most complex and difficult assignments within the series. Incumbents in this classification provide training to less experienced staff. This classification is distinguished from the next higher classification of Chief Plant Operator in that the latter is responsible for the overall operation and supervision of the water treatment program.

**SUPERVISION RECEIVED/EXERCISED:****Plant Operator-in-Training -Water Treatment (OIT)/Plant Operator I-Water Treatment**

Receives direct supervision from the Chief Plant Operator, or higher level staff if assigned. Incumbents in this class do not routinely exercise supervision.

Plant Operator II -Water Treatment

Receives general supervision from the Chief Plant Operator. May occasionally assists in the training of less experienced staff.

Plant Operator III - Water Treatment

Receives general supervision from the Chief Plant Operator. May provides training for less experienced staff.

ESSENTIAL FUNCTIONS:

- Operates, monitors, and maintains all plant equipment and components, including but not limited to pumps, valves, plumbing, gearboxes, fans, blowers, aerators, and flow controls; reads and interprets meters, gauges, and charts; maintains and upgrades mechanical and electrical systems.
- Conducts regular on-site inspections of plant operations making appropriate adjustment to process controls, ensuring that operational problems are identified and corrected; ensures that plants are operating within safety standards established by federal, state, and local laws, ordinances, and regulations; provides training and supervision for less experienced personnel, as necessary.
- Performs basic and skilled water pollution control laboratory testing and analysis; takes samples and coordinates detailed testing with outside laboratories; adheres to quality assurance programs for laboratory analysis and instrumentation; prepares and updates reports, including records and logs in compliance with state and federal mandates for reporting.
- Performs maintenance and construction work as directed on the water treatment system and related facilities; maintains plant facilities and grounds in a safe, clean, and orderly condition; loads and unloads equipment and materials.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive



hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, the incumbent in this position may be exposed to biohazards and a variety of working conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined spaces. Incumbents will also work around high voltage and loud noise. The incumbent may be required to respond to after hours emergency call-outs.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a Plant Operator OIT/I/II/III - Water Treatment. A typical way of obtaining the required qualifications is to possess the equivalent of:

Plant Operator (OIT)-Water Treatment/Plant Operator I-Water Treatment

One year of maintenance, construction or related experience equivalent to that of a Maintenance Worker I with the City of St. Helena, and a high school diploma or equivalent.

Plant Operator II -Water Treatment

One year of experience in the operation and maintenance of a water treatment plant equivalent to that of a Plant Operator I with the City of St. Helena, and a high school diploma or equivalent.

Plant Operator III - Water Treatment

Three years of experience in the operation and maintenance of a water treatment plant, one year of which must have been while in possession of a Grade III Water Treatment Plant Operator certificate, and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Plant Operator-in-Training -Water Treatment (OIT)/Plant Operator I-Water

Treatment

Possession of a Grade I Certificate as a Water Treatment Plant Operator from the California State Water Quality Control Board within one year of employment.

**Plant Operator II -Water Treatment**

Possession of a Grade II Certificate as a Water Treatment Plant Operator from the California State Water Quality Control Board.

Plant Operator III -Water Treatment

Possession of a Grade III Certificate as a Water Treatment Plant Operator from the California State Water Quality Control Board.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and techniques of water treatment plant operations; repair, maintenance, and adjustment procedures for treatment plant equipment and controls; basic principles, practices, and methods of laboratory testing procedures; operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems; general maintenance and repair work; laboratory safety standards and programs; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations related to water quality and control; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Learn to perform and perform maintenance and operations of a water plant and related facilities; collect a variety of samples for laboratory tests and conduct water testing and analysis; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; interpret, explain and apply applicable laws, codes and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Plant Operator I/II/III/OIT - Water Treatment |



Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate the tools and equipment used in the operation and maintenance of water treatment facilities.

CITY OF ST. HELENA

PLANT OPERATOR I/II/III
PLANT OPERATOR-IN-TRAINING
WASTEWATER TREATMENT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direct and general supervision, learns to perform and performs the full array of duties assigned to classes in the Plant Operator-Wastewater Treatment series, including operations, controls, and maintenance work in a Public Works wastewater treatment plant facility; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Plant Operator -in-Training (OIT)/Plant Operator I-Wastewater Treatment

The **Plant Operator-in-Training/Plant Operator I** is the entry and first working level class in which the incumbent learns to perform assigned duties. Initially, under direct supervision, incumbents perform the more routine Plant operator duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with the Plant Operator II, and incumbents may advance to the higher level after gaining experience, obtaining required certifications and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Plant Operator II -Wastewater Treatment

The **Plant Operator II** is the journey level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. The classification is alternatively staffed with Plant Operator III, and incumbents may advance to the higher level after gaining experience, obtaining required certifications and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Plant Operator III -Wastewater Treatment

The **Plant Operator III** is the advanced journey level class responsible for the full range of treatment plant responsibilities and for the performance of the most complex and difficult assignments within the series. Incumbents in this classification provide training to less experienced staff. This classification is distinguished from the next higher classification of Water/Wastewater Treatment Superintendent in that the latter is responsible for the overall operation and supervision of the water and wastewater treatment program.

**SUPERVISION RECEIVED/EXERCISED:****Plant Operator-in-Training -Wastewater Treatment (OIT)/Plant Operator I-Wastewater Treatment**

Receives direct supervision from the Water/Wastewater Treatment Superintendent, or higher level staff if assigned. Incumbents in this class do not routinely exercise supervision.

Plant Operator II -Wastewater Treatment

Receives general supervision from the Water/Wastewater Treatment Superintendent. May occasionally assists in the training of less experienced staff.

Plant Operator III - Wastewater Treatment

Receives general supervision from the Water/Wastewater Treatment Superintendent. May provides training for less experienced staff.

ESSENTIAL FUNCTIONS:

- Operates, monitors, and maintains all plant equipment and components, including but not limited to pumps, valves, plumbing, gearboxes, fans, blowers, aerators, and flow controls; reads and interprets meters, gauges, and charts; maintains and upgrades mechanical and electrical systems.
- Conducts regular on-site inspections of plant operations making appropriate adjustment to process controls, ensuring that operational problems are identified and corrected; ensures that plants are operating within safety standards established by federal, state, and local laws, ordinances, and regulations; provides training and supervision for less experienced personnel, as necessary.
- Performs basic and skilled wastewater pollution control laboratory testing and analysis; takes samples and coordinates detailed testing with outside laboratories; adheres to quality assurance programs for laboratory analysis and instrumentation; prepares and updates reports, including records and logs in compliance with state and federal mandates for reporting.
- Performs maintenance and construction work as directed on the wastewater treatment system and related facilities; maintains plant facilities and grounds in a safe, clean, and orderly condition; loads and unloads equipment and materials.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more.



Additionally, the incumbent in this position may be exposed to biohazards and a variety of working conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined spaces. Incumbents will also work around high voltage and loud noise. The incumbent may be required to respond to after hours emergency call-outs.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Plant Operator OIT/I/II/III - Wastewater Treatment**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Plant Operator (OIT)/Plant Operator I -Wastewater Treatment

One year of maintenance, construction or related experience equivalent to that of a Maintenance Worker I with the City of St. Helena, and a high school diploma or equivalent.

Plant Operator II -Wastewater Treatment

One year of experience in the operation and maintenance of a wastewater treatment plant equivalent to that of a Plant Operator I with the City of St. Helena, and a high school diploma or equivalent.

Plant Operator III - Wastewater Treatment

Three years of experience in the operation and maintenance of a wastewater treatment plant, one year of which must have been while in possession of a Grade II Wastewater Treatment Plant Operator certificate, and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Plant Operator I-Wastewater Treatment

Possession of a Grade I certificate as a Wastewater Treatment Plant Operator from the California State Water Resources Control Board.

Plant Operator II -Wastewater Treatment

Possession of a Grade II certificate as a Wastewater Treatment Plant Operator from the California State Water Resources Control Board.

Possession of Grade T2 certificate as a Water Treatment Plant Operator from the



California State Water Resources Control Board is desirable.

Possession of a Grade D2 certificate as a Water Distribution Operator from the California State Water Resources Control Board is desirable.

Possession of a Grade I Collections System Maintenance certificate from the California Water Environment Association is desirable.

Plant Operator III -Wastewater Treatment

Possession of a Grade III certificate as a Wastewater Treatment Plant Operator from the California State Water Resources Control Board.

Possession of Grade T2 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board is desirable.

Possession of a Grade D2 certificate as a Water Distribution Operator from the California State Water Resources Control Board is desirable.

Possession of a Grade I Collections System Maintenance certificate from the California Water Environment Association is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and techniques of wastewater treatment plant operations; repair, maintenance, and adjustment procedures for treatment plant equipment and controls; basic principles, practices, and methods of laboratory testing procedures; operational characteristics of the tools used in maintenance of stationary power equipment, pumping systems, and electrical systems; general maintenance and repair work; laboratory safety standards and programs; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, Codes, and regulations related to wastewater quality and control; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Learn to perform and perform maintenance and operations of a wastewater plant and related facilities; collect a variety of samples for laboratory tests and conduct wastewater testing and analysis; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; respond to after-hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; interpret, Explain, and apply applicable laws, codes, and regulations; read, Interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established



guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate the tools and equipment used in the operation and maintenance of wastewater treatment facilities.

CITY OF ST. HELENA
PERMIT TECHNICIAN I/II/III - PLANNING

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under supervision (Permit Technician I - Planning), general supervision (Permit Technician II - Planning) or direction (Permit Technician III - Planning), performs a variety of technical planning support duties; learns to review, and reviews and processes planning permits and planning entitlements for new construction, building modifications, and development applications; serves as first contact to provide information to the public; calculates and collects fees; routes plans for review; provides administrative support within the division including clerking meetings; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Permit Technician I - Planning

The **Permit Technician I - Planning** is the entry level class in the permit technician series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine planning and development permit support duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Permit Technician II - Planning and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Permit Technician II - Planning

The **Permit Technician II - Planning** is the journey level class in which incumbents are expected to perform the full scope of permit processing and related support duties with minimum supervision. Assignments are characterized by the presence of fairly clear guidelines from which to make decisions and the availability of supervision when required. The classification is alternatively staffed with Permit Technician III - Planning and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.



Permit Technician III - Planning

The **Permit Technician III** is the advanced journey level class in which incumbents are expected to perform the full scope of permit processing and for the performance of the most complex and difficult assignments within the series, with the exception of plan review and building inspection. Incumbents in this classification provide training and supervision to less experienced staff. This classification is distinguished from the next higher classification of Planning & Building Director in that the latter is responsible for the overall management and administration of the Planning Division, Building Division, and serves as the City's Housing Director.

SUPERVISION RECEIVED/EXERCISED:

Permit Technician I - Planning

Receives supervision from the Planning & Building Director. Incumbents in this class do not routinely exercise supervision.

Permit Technician II - Planning

Receives general supervision from the Planning & Building Director. Incumbents in this class do not routinely exercise supervision.

Permit Technician III - Planning

Receives direction from the Planning & Building Director. May provide training to less experienced staff.

ESSENTIAL FUNCTIONS:

- Provides customer service by responding to public and agency inquiries by phone and at the counter; provides information regarding planning permit and land use policies, application procedures and General Plan and zoning criteria; works cooperatively with property owners, contractors, architects, developers, engineers or their representatives to resolve questions regarding permit issuance and permit fees.
- Receives planning and zoning use application permits; reviews applications for completeness and accuracy; determines, calculates and collects applicable fees; sets up files and maintains records; prepares notices and mailing lists; routes applications to applicable agencies for review and responses; provides status updates on applications.
- Prepares written staff reports for projects of limited complexity; reviews and processes minor level applications, including signs and design review exemptions; reviews and comments on building permit applications for compliance with zoning and General Plan



requirements.

- Conducts sites visits to development projects to gather information on potential projects.
- As needed, calculates, collects and records permit application, plan check, building permit and development impact fees; uses scaled plan dimensions and standard schedules; coordinates fee collection with finance staff; issues development permits for subdivisions, commercial and industrial projects and swimming pools; coordinates bond releases with finance staff and contractors.
- As needed, assists with code enforcement administration, including fielding complaints and creating and managing files and cases; issues code compliance letters, maintains code enforcement records and coordinates nuisance abatement procedures with the City Attorney, Planning & Building Director and/or Chief Building Official.
- Clerks meetings as assigned; prepares, posts and distributes agenda materials. Maintains division records, files and other reference materials; compiles and disseminates data regarding permit activity and fee collections; prepares and edits correspondence, plan check comments and various technical and statistical reports; compiles statistical data for the department budget.
- References, inputs and retrieves data from permit tracking system for applications and functions, including fee assessment and calculation.
- Maintains and updates the department's internet page; prepares informational flyers, website news articles and announcements related to projects; prepares and updates application forms and instructions.
- Participates in a variety of special projects, as assigned.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.



QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Permit Technician I/II/III - Planning**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Permit Technician I - Planning

Two years of experience performing increasingly responsible office support duties involving heavy public contact, and equivalent to the completion of the twelfth grade.

Permit Technician II - Planning

In addition to the above, two years of planning permit review experience equivalent to that of a Permit Technician I in the City of St. Helena.

Permit Technician III - Planning

In addition to the above, three years of planning permit review experience equivalent to that of a Permit Technician I in the City of St. Helena.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

City planning and land use issues, laws, policies and codes; permit application procedures and review processes; building and municipal code sections as related to permit processes and inspection procedures; various construction methods and terminology; basic engineering, real property description and terminology; basic research methods used in the collection, tabulation, analysis and application of building inspection data; principles and practices of financial accounting; public relations techniques and procedures; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

**Ability to:**

Perform a variety of technical planning support work; read, interpret and review plans, blueprints and supporting documentation; collect, analyze and present data; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate automated record keeping and permit tracking systems.

CITY OF ST. HELENA
PERMIT TECHNICIAN I/II/III - BUILDING

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under supervision (Permit Technician I - Building), general supervision (Permit Technician II - Building) or direction (Permit Technician III - Building), learns to review, and reviews and processes building permits for new construction, building modifications, and development applications; serves as first contact to provide information to the public; calculates and collects fees; routes plans for review; provides administrative support within the division including clerking meetings as needed; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Permit Technician I - Building

The **Permit Technician I - Building** is the entry level class in the permit technician series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine building and development permit support duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Permit Technician II - Building and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Permit Technician II - Building

The **Permit Technician II - Building** is the journey level class in which incumbents are expected to perform the full scope of permit processing and related support duties with minimum supervision. Assignments are characterized by the presence of fairly clear guidelines from which to make decisions and the availability of supervision when required. The classification is alternatively staffed with Permit Technician III and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Permit Technician III - Building

The **Permit Technician III - Building** is the advanced journey level class in which incumbents are expected to perform the full scope of permit processing and for the performance of the



most complex and difficult assignments within the series, with the exception of plan review and building inspection. Incumbents in this classification provide training and supervision to less experienced staff. This classification is distinguished from the next higher classification of Chief Building Official in that the latter is responsible for conducting plans review and performing complex and difficult inspection duties within the division, and exercises supervision over assigned staff.

SUPERVISION RECEIVED/EXERCISED:

Permit Technician I - Building

Receives supervision from the Chief Building Official or Planning & Building Director. Incumbents in this class do not routinely exercise supervision.

Permit Technician II - Building

Receives general supervision from the Chief Building Official or Planning & Building Director. Incumbents in this class do not routinely exercise supervision.

Permit Technician III - Building

Receives direction from the Chief Building Official or Planning & Building Director. May provide training to less experienced staff.

ESSENTIAL FUNCTIONS:

- Provides customer service by responding to public and agency inquiries by phone and at the counter; provides information regarding building permit policies and application procedures; works cooperatively with property owners, contractors, architects, developers, engineers or their representatives to resolve questions regarding permit issuance and permit fees.
- Receives building, planning, and engineering plans and specifications for completeness, review and conformance to permit requirements and regulations; ensures that required permits have been obtained; verifies contractor and subcontractor insurance coverage, construction bonds and licenses; routes plans to appropriate departments for review and sign-off; tracks plans and ensures timely return; prepares and tracks plan packets for plan check by outside contract services.
- Calculates, collects and records permit application, plan check, building permit and development impact fees; uses scaled plan dimensions and standard schedules; coordinates fee collection with finance staff; issues development permits for subdivisions, commercial and industrial projects and swimming pools; coordinates bond releases with finance staff and contractors.



- Determines types of inspections and reviews required for proposed construction; schedules daily building inspections and monitors building inspection line; coordinates utility releases with building inspectors and utility company; coordinates final inspection with other departments.
- Assists with code enforcement administration, including fielding complaints and creating and managing files and cases; issues code compliance letters, maintains code enforcement records and coordinates nuisance abatement procedures with the City Attorney, Planning & Building Director and/or Chief Building Official.
- Assists the Public Works Department with receiving plans and verifying documentation for storm water pollution prevention regulations, water conservation regulations and grading plans; assists the Fire Marshal in the review and processing of plans for fire alarm and sprinkler systems, scheduling of fire inspections, and processing fire inspection forms.
- Assists the Finance Department in the reconciliation of quarterly and annual remittances to outside agencies, as needed.
- Clerks meetings as needed maintains division records, files and other reference materials; compiles and disseminates data regarding permit activity and fee collections; prepares and edits correspondence, plan check comments and various technical and statistical reports; compiles statistical data for the department budget.
- References, inputs and retrieves data from permit tracking system for applications and functions, including fee assessment and calculation.
- Provides statistical and technical support for the City's growth management system, RHNA compliance and general housing data collection and reporting.
- Maintains and updates the department's internet page; prepares informational flyers, website news articles and announcements related to projects; prepares and updates application forms and instructions.
- Participates in a variety of special projects, as assigned.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute



hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Permit Technician I/II/III - Building**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Permit Technician I - Building

Two years of experience performing increasingly responsible office support duties involving heavy public contact, and equivalent to the completion of the twelfth grade.

Permit Technician II - Building

In addition to the above, two years of experience in reviewing and processing building, grading and improvement plans and/or permits equivalent to that of a Permit Technician I in the City of St. Helena.

Permit Technician III - Building

In addition to the above, three years of experience in reviewing and processing building, grading and improvement plans and/or permits equivalent to that of a Permit Technician I in the City of St. Helena.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Building and municipal code sections as related to permit processes and inspection procedures; various construction methods and terminology; basic engineering, real property description and terminology; basic research methods used in the collection, tabulation, analysis and application of building inspection data; principles and practices of financial accounting; public relations techniques and procedures; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods



and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Read, interpret and review plans, blueprints and supporting documentation; collect, analyze and present data; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate automated record keeping and permit tracking systems.

CITY OF ST. HELENA
MAINTENANCE WORKER I/II - UNDERGROUND UTILITIES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, learns to perform and performs a variety of underground utilities maintenance and construction work in sewers and storm drains and water production and treatment plant facilities, wells, reservoirs, and tanks; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Maintenance Worker I - Underground Utilities

The **Maintenance Worker I - Underground Utilities** is the entry level class in the Public Works Maintenance series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex assignments within an established procedural framework where there are minimal consequences of error, including a wide variety of maintenance and construction tasks. This classification is alternatively staffed with Maintenance Worker II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Maintenance Worker II - Underground Utilities

The **Maintenance Worker II - Underground Utilities** is the journey level class in the Public Works Maintenance series in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of maintenance and construction tasks. Incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class. This classification is distinguished from the next higher classification of Lead Maintenance Worker, which is responsible for performing the more complex maintenance assignments and has lead responsibility duties.

SUPERVISION RECEIVED/EXERCISED:

Maintenance Worker I - Underground Utilities

Receives immediate supervision from a Public Works Superintendent. Incumbents may



receive lead direction from a Maintenance Worker II or a Lead Maintenance Worker. Incumbents in this class do not routinely exercise supervision.

Maintenance Worker II - Underground Utilities

Receives general supervision from a Public Works Superintendent. Incumbents may receive lead direction from a Lead Maintenance Worker. May exercise functional or technical supervision over lower level workers.

ESSENTIAL FUNCTIONS:

- Performs a variety of maintenance, repair, construction and installation work related to sewers and storm drains and water production and treatment plant facilities, wells, reservoirs, and tanks.
- Performs sewer and storm drains maintenance including installing, repairing, and maintaining sewer lines; locates and repairs breaks in sewer mainlines; repairs or replaces valves as needed; hydro flushes and rods; cleans storm drains and ditches.
- Performs installation, maintenance and repair of the City's water distribution system; inspects for and repairs leaks in meters and lines; operates pipe and leak detecting equipment; performs pump and motor repairs, overhauls, and installations; notifies customers of problems or disruptions of water service.
- Checks pump stations and records flows; flushes and flow tests hydrants; creates and maintains spreadsheets containing daily operation and maintenance data related to water related equipment, meters, water mains, services, and backflows.
- Reads meters on an assigned route and records readings; re-reads meters as necessary and investigates unusual readings and customer complaints; identifies and replaces faulty water meters when required.
- Digs, shovels, hauls, loads and unloads materials; installs shoring and trench plates.
- Monitors underground service alert (USA's) and marks when necessary.
- Conducts traffic control during maintenance and construction projects; sets up traffic control signs and direct and control traffic around work sites; communicates with the public during flagging duties.
- Operates a variety of hand and power tools including jackhammers, asphalt and concrete saws, pipe threaders, cement mixers, and other hand and power tools; operates trucks, backhoes, and other construction vehicles and equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.

- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.
- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Maintenance Worker I/II - Underground Utilities**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Maintenance Worker I - Underground Utilities

Six months of work experience as a laborer in construction, maintenance or landscape work, and a high school diploma or equivalent.

Maintenance Worker II - Underground Utilities

In addition to the above, one year of experience in construction and maintenance of streets, water distribution, parks, or buildings and grounds equivalent to that of a Maintenance Worker I with the City of St. Helena.

License/Certificate:

Maintenance Worker I - Underground Utilities



Possession of, or the ability to obtain, a valid class C California driver's license.
 Possession of a Grade I Collections System Maintenance certificate from the California Water Environment Association within one year of employment.
 Possession of a Grade D1 certificate as a Water Distribution Operator from the California State Water Resources Control Board within one year of employment.
 Possession of a Grade T1 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board is desirable.

Maintenance Worker II - Underground Utilities

Possession of, or the ability to obtain, a valid class C California driver's license.
 Possession of a class B California driver's license may be required.
 Possession of a Grade II Collections System Maintenance certificate from the California Water Environment Association within one year of employment.
 Possession of a Grade D2 certificate as a Water Distribution Operator from the California State Water Resources Control Board within one year of employment.
 Possession of a Grade T1 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics, and repair of sewer collection and storm drains and water distribution facilities; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform maintenance, repair, and installation of sewers and storm drains and water distribution systems; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
ACCOUNTING TECHNICIAN I/II

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DEFINITION:

Under supervision (Accounting Technician I) or general supervision (Accounting Technician II), learns to prepare and prepares, processes, maintains and verifies purchasing, financial and accounting documents and records; provides customer services in person and by telephone; performs cashiering duties; may perform general office support duties within a department, including typing, record keeping and creation of forms; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Accounting Technician I

The Accounting Technician I is the entry level class in the Accounting Technician series, allowing the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine accounting technical support work and customer service duties while learning City policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Accounting Technician II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Accounting Technician II

The Accounting Technician II is the journey level class in the Accounting Technician series. Incumbents are expected to perform the full scope of financial record keeping transactions, payroll, accounts payable, customer service functions and related support duties with minimum supervision. Assignments are characterized by the presence of fairly clear guidelines from which to make decisions and the availability of supervision when required. This classification is distinguished from the next higher classification of Senior Accounting Technician in that the latter is responsible for the more advanced technical duties within the department, and the responsibility for providing lead direction to assigned support staff.

**SUPERVISION RECEIVED/EXERCISED:****Accounting Technician I**

Receives supervision from the Finance Manager or Finance Director. Incumbents in this classification do not routinely exercise supervision.

Accounting Technician II

Receives general supervision from the Finance Manager or Finance Director. Incumbents in this classification do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

- Prepares, processes, maintains and verifies purchasing, financial and accounting documents and records; performs accounting and financial office support work in areas such as departmental payroll, cashiering, accounts receivable and payable, utility billing, capital assets and business licenses; provides information to the public and City staff requiring the use of judgment and the interpretation of a variety of policies, rules and procedures; receives, stamps and distributes incoming mail; processes outgoing mail.
- Collects timesheets, inputs approved payroll changes, prints and reviews payroll register reports and prints and distributes checks.
- Receives payments, issues receipts, balances cash and prepares bank deposits; performs data entry and posts receipts to various City accounts and funds; prepares and posts journal entries as needed; operates cash register and acts as front counter staff; receives the public, answers questions and processes requests; responds to inquiries from employees, customers and others and refers, when necessary, to appropriate persons.
- Maintains and files various documents and records; may perform a variety of general office support functions, including typing, record keeping, proofreading and forms and report generation; prepares financial, statistical or operational reports as assigned.
- Reconciles invoices and related documentation and prepares accounts payable for payment; inputs expenditure activity into the automated financial system; prepares and distributes forms; answers questions from departments and vendors regarding payment status for invoices; prepares accounts receivable billings and reconciliation; verifies incoming revenue from various City departments and other agencies; prepares bank deposits; prepares budget adjustments.
- Processes all business license and facilitates home occupation permit requests; maintains posting of payments; generates new billing and past dues billing; mails renewals and past due notices; prepares monthly business license income reports.



- Maintains inventories; orders and restocks general office supplies.
- Reviews, prepares and enters purchase orders.
- Assists with processing grants, including non-profit grants.
- Assists with quarterly sales and use tax reporting; performs state reporting on gas taxes; assists with the Comprehensive Annual Financial Report and Annual Budget; assists with capital assets management.
- Prepares monthly utility billing reports and reconciliations, past due billings, and notices of shut off.
- May prepare monthly billing for water and sewer services; sends reminders and late notices as needed; answers water and sewer billing inquiries; receives and responds to complaints and questions from the public regarding finance related items.
- May verify the accuracy of payroll, accounts payable, accounts receivable, and other specific areas performed by others; performs payroll tax reporting; performs duties associated with accounts payable and accounts receivable; tracks current year budget for departments and projects; assists in the preparation of the Quarterly Financial report; assists with information systems projects as needed.
- Works with the Public Works Department in processing monthly meter reads and customer service requests for account activation and shut off, potential leak checks and data profiles.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*



Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Accounting Technician I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Accounting Technician I

One year of general clerical experience and equivalent to the completion of the twelfth grade.

Accounting Technician II

Two years of bookkeeping, financial, office, general clerical or accounting assistant experience equivalent to that of an Accounting Technician I in the City of St. Helena, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of financial record keeping, report writing, bookkeeping and basic governmental accounting; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Prepare, maintain and reconcile various financial, accounting and statistical records; keep accurate records; perform cashiering duties accurately; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those

Accounting Technician I/II |



contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate automated billing and financial systems.

CITY OF ST. HELENA
ADMINISTRATIVE ASSISTANT

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DEFINITION:

Under general supervision, performs a wide variety of routine and complex office, clerical and administrative support tasks and duties for management and other staff; assists the public by providing information personally or directing information requests according to established procedures; sorts, logs and maintains records and other documents; learns policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Assistant** is the full working level classification in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of office and administrative support duties, including lead responsibilities over assigned staff, organization and coordination of work load, maintenance of a calendar, scheduling of appointments, preparation of reports, project management documentation, permit and license issuance, agenda materials, resolutions, and ordinances.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from administrative and/or management staff. May exercise technical and functional supervision over assigned office support staff.

ESSENTIAL FUNCTIONS: *(Each individual in the classification does not necessarily perform all duties listed.)*

- Performs a wide variety of routine and complex office, clerical and administrative support tasks and duties, including organizing and coordinating work; sets priorities and meets deadlines; performs a variety of office administrative tasks.
- Demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties; responds to questions and concerns from the general public; provides information as appropriate; resolves complaints in an efficient and timely manner; receives visitors and telephone calls, directing them to the appropriate information source; represents the City to all callers and visitors in a professional and

Administrative Assistant |



customer friendly manner; assists the public in filling out application forms, supplying information concerning fees, permits, legal requirements, procedures and services provided by City departments.

- Uses computers to enter, prepare and proofread drafts, labels, forms, envelopes and a variety of documents, including general correspondence, reports, memos, fliers and statistical charts from rough drafts, recordings or verbal instructions; operates other automated office equipment; types drafts and a wide variety of finished documents from recording devices, notes, brief written or oral instructions; compiles and maintains records and prepares reports, manuals and publications; prepares, posts and distributes agenda materials, draft reports, project management documents, resolutions, ordinances and applications; performs basic contract management including assisting in drafting and monitoring contracts; inputs, retrieves and references various computer data management systems such as permit tracking systems and map inventories; attends meetings and records and transcribes minutes.
- Receives and processes fees, fines or other money; prepares receipts and balances money received.
- Organizes and coordinates work; sets priorities and meets deadlines; orders office and other various supplies.
- Assists with code enforcement for weed abatement, sends letters for non-compliance, and follows up with non-compliance issues; assists with follow up to code violations.
- Schedules meetings and appointments; arranges for City buildings, street lights, water systems and other maintenance and repair needs; schedules events and inspections; arranges travel to meetings and conferences.
- Assists with a variety of programs, presentations and trainings; prepares advertising and announcement materials; acts as primary source of data and information for assigned department and programs.
- Assists with research and/or data gathering activities; reviews and interprets data and prepares reports with recommendations.
- Picks up, sorts and distributes mail received by departmental staff; attends various meetings, including Planning Commission, Tree Committee and other special meetings; assists with the preparation of packets for various meetings.

Adopted December 10, 2019

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- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using the computer, and acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Assistant**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of significant, directly related and progressive clerical experience related to planning, construction, engineering, architecture or a related field, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Standard office and administrative policies and procedures; City codes and ordinances, including zoning, alcohol and building permit requirements; depending on assignment, knowledge of accounting, clerical, construction, legal and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and

Administrative Assistant |



applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Provide general clerical support to a specialized work unit; read, understand and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures in the course of work; read, understand and explain plans, maps, aerial photos, drawing, reports, applications, construction documents and specifications; learn the policies, procedures and guidelines of the department to which assigned in a timely manner; maintain accurate office files; make accurate arithmetic calculations in the receipt of moneys; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the phone; courteously respond to community issues, concerns and needs; attend evening meetings as required; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues, and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; exercise excellent customer service in dealing with the public and other City staff; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

LIBRARIAN I/II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under supervision (Librarian I) or general supervision (Librarian II), learns to perform and performs a wide variety of technical and professional level library support services related to patron assistance, circulation, automation, acquisitions, cataloging and processing; performs customer service duties as assigned; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Librarian I

The **Librarian I** is the entry level professional classification in which incumbents are expected to independently perform the full scope of assigned library support duties. This class is distinguished from the next higher classification of Librarian II in that the latter is responsible for the performance of the more complex technical and professional duties. This classification is alternatively staffed with Librarian II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Librarian II

The **Librarian II** is the journey level classification in which incumbents are expected to independently perform the full scope of assigned library support duties. This class is distinguished from the next higher classification of Senior Librarian in that the latter is responsible for increased supervision of library staff and the performance of the more complex technical and professional duties.

SUPERVISION RECEIVED/EXERCISED:

Librarian I

Receives supervision from a Senior Librarian and the Library Director. May exercise technical and functional supervision over assigned library staff.



Librarian II

Receives general supervision from a Senior Librarian and the Library Director. Exercises technical and functional supervision over assigned library staff.

ESSENTIAL FUNCTIONS:

- Coordinates, supervises, and performs a wide variety of technical and professional level library support services related to patron assistance, including reference functions, circulation, automation, acquisitions, cataloging and processing.
- Assists in the development of library policies and procedures; recommends programs, projects and work assignments to higher level Library personnel; recognizes, oversees and designs Library programs; assigns work to staff; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance with applicable rules, policies and procedures; may participate in the selection and training of library personnel.
- Oversees circulation functions, including registering borrowers, charging and discharging materials, maintaining borrower accounts, archiving materials as appropriate and processing requests and inter-library items; assists patrons.
- Oversees the updating and maintenance of the Library's collection; orders, invoices, receives and tracks materials.
- Assists in the development and administration of the Library budget; makes budgetary recommendations for various library sections and services; gathers information as requested by the Library Director.
- Researches, compiles information, and prepares a variety of reports for other library staff or the public.
- Operates a variety of computer systems related to library services and record keeping; posts, files, maintains and inputs records; compiles data and prepares summary reports; orders and receives materials and processes payables; designs, maintains and updates the Library's internet page.
- Develops schedules and methods for performing assigned duties; works with other departments to coordinate library support and resources; maintains appropriate work records and documents; recommends procedural changes in library operations to improve efficiency and customer service.
- Addresses and responds to service questions, inquiries and complaints; establishes and maintains a customer service orientation within the department; responds to in-person and

Librarian I/II



phone requests for library materials, services and information; provides reference services to staff and the public; instructs the public on library resources.

- Develops, plans, coordinates and sets up various Library events as needed.
- Serves as staff liaison to other community partners of the Library.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Librarian I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Librarian I

A bachelor's degree in library and information science or a related field. A Master's degree from an accredited college or university with major course work in library and information science or a related field is preferred.

Librarian II

Two years of experience equivalent to that of a Librarian I in the City of St. Helena, and a Master's degree from an accredited college or university with major course work in library and information science.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Adopted December 10, 2019

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KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of library routines, procedures and services; principles and practices of facilities management, purchasing and records management; principles and practices of library cataloging and classification systems; public desk procedures and methods of providing services and information; library equipment and resources; standard library automated circulation and borrower services; information sources and methods; cataloging principles; bibliographic utilities; cataloging and bibliographic search procedures, including specialized library software; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; principles and practices of grants; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Supervise, coordinate, schedule and participate in a variety of tasks relating to providing library services; make sound decisions within established guidelines; research and utilize reference systems; effectively search library databases; maintain confidentiality of sensitive information; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; utilize social media to market and connect with current and potential patrons; perform a reference interview; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
SENIOR LIBRARY ASSOCIATE

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, supervises, evaluates, and performs a wide variety of advanced technical and para-professional library support services related to patron assistance, circulation, automation, acquisitions, cataloging, processing, and reference; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs customer service duties as assigned; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Senior Library Associate** is the advanced journey level classification responsible for providing a variety of complex and difficult technical, clerical and customer support services in all areas of library operations. Incumbents provide supervision over staff in the assigned service areas such as technical services, youth services, and circulation. This classification is distinguished from the next higher classification of Librarian I in that the latter performs the professional-level library support services and requires a broader and more detailed understanding of library operations.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from a Librarian I/II or Senior Librarian. May also receive supervision from the Library Director. May exercise technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Coordinates, supervises, and performs a wide variety of advanced technical and para-professional library support services related to patron assistance, circulation, automation, acquisitions, cataloging, processing, and reference; develops schedules and methods for performing assigned duties.
- Participates in the selection and training of library personnel, including volunteers; assumes responsibility for motivating and evaluating assigned personnel; initiates disciplinary procedures as appropriate.

Senior Library Associate |



- Performs a variety of circulation duties at the Circulation and Reference Desk; assists patrons; checks in and checks out materials; prepares materials for return to the circulating collection; registers new patrons.
- Performs a variety of reference duties at the Circulation and Reference Desk; assists patrons; responds to in-person and phone requests for library materials, services and information; assists patrons and explains the use of computers as well as other related equipment available for general public use; answers complex adult reference questions, including conducting reference interviews, researching library collections, collating information and presenting materials to patrons.
- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.
- Plans, performs and assists in the coordination of basic public service functions, including Children's services, organizing story hours, class visits and reading programs; assists readers with library resources, answering reference questions, setting up displays, and other public services activities.
- Processes inter-library loans; assists with requests for materials not available in local collection; prepares displays, bulletin boards, and bibliographies; assists in coordinating materials for special programs.
- Provides input regarding the development of library administrative and facilities policies and procedures; provides recommendations regarding programs, projects and work assignments; provides lead direction and develops schedules for staff.
- Assists in updating and maintaining the library's collection; orders, invoices, receives and tracks materials selected and weeds collection; operates and maintains a variety of computer and automated office systems related to library services and record keeping; attends to public computer related issues; trains staff on computer updates; posts, files, maintains, and enters records; compiles data and prepares summary reports.
- Assists in the selection and processing of incoming materials for use in the library collection; selects materials for various sections of the collection; orders books from distributors; downloads cataloging records from a database; assigns proper classification numbers and subject headings.
- Opens and closes branch library facilities; coordinates building and equipment maintenance and supply needs with system-wide personnel.
- Provides reference services, indirectly supervised by professional staff, answering all types of reference questions, including fact-based, more complex and reader's advisory.

Senior Library Associate |



- Answers and responds to service questions, inquiries and complaints; establishes and maintains a customer service orientation within the department.
- Assists in inspecting returned materials, including books, publications and DVDs for damage as needed; performs mending, cleaning and repairs of materials as necessary; processes audiovisual materials; operates audiovisual equipment and maintains related records and materials.
- Assists in the administration of the Library budget.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management, staff, co-workers and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior Library Associate**. A typical way of obtaining the required qualifications is to possess the equivalent of two years paraprofessional library experience, and completion of an Associate's degree with major course work in a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of standard library routines, procedures and services; standard

Senior Library Associate |



library automated circulation and borrower services; principles and practices of library cataloging and classification systems; principles of children and youth reader services; a range of American books and media; basic international literature and major current events; information sources and methods; collection evaluation and materials selection techniques; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for recordkeeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; purchasing and records management; bibliographic utilities; cataloging and bibliographic search procedures, including specialized library software; principles and practices of customer service; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform a variety of technical and paraprofessional library support services related to patron assistance; use coding and other technical cataloging standards; analyze automated bibliographic records according to local standards; maintain confidentiality of sensitive information; plan, organize, train, evaluate and direct work of assigned staff; supervise, coordinate, schedule and participate in a variety of tasks relating to providing library services; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; research and utilize reference systems; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
ADMINISTRATIVE RECORDS ASSISTANT

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DEFINITION:

Under general supervision, performs a wide variety of routine and complex office, clerical and administrative support tasks and duties for management and other staff; assists the public by providing information personally or directing information requests according to established procedures; sorts, logs and maintains records and other documents; learns policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Records Assistant** is the full working level classification in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of office and administrative support duties, including lead responsibilities over assigned staff, organization and coordination of work load, maintenance of a calendar, scheduling of appointments, preparation of reports, project management documentation, , agenda materials, resolutions, and ordinances. This classification is distinguished from classification of City Clerk in that the latter performs the City Clerk responsibilities as set in state law.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from administrative and/or management staff. May exercise technical and functional supervision over assigned office support staff.

ESSENTIAL FUNCTIONS:

- Implements and manages electronic document storage software; prepares, distributes, and maintains official records and documents; provides additional records support with City Council Agendas and minutes, and maintains a comprehensive indexing and filing system for related council action and official documents in compliance with all city, state, and federal laws.
- Performs a wide variety of routine and complex office, clerical and administrative support tasks and duties, including organizing and coordinating work; sets priorities and meets deadlines; performs a variety of office administrative tasks.



- Demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties; responds to questions and concerns from the general public; provides information as appropriate; receives visitors and telephone calls, directing them to the appropriate information source; represents the City to all callers and visitors in a professional and customer friendly manner; assists the public in filling out application forms, supplying information concerning fees, permits, legal requirements, procedures and services provided by City departments.
- Uses computers to enter, prepare and proofread drafts, labels, forms, envelopes and a variety of documents, including general correspondence, reports, memos, fliers and statistical charts from rough drafts, recordings or verbal instructions; operates other automated office equipment; types drafts and a wide variety of finished documents from recording devices, notes, brief written or oral instructions; compiles and maintains records and prepares reports; prepares, posts and distributes agenda materials, draft reports, project management documents, resolutions and ordinances; inputs, retrieves and references various computer data management systems such as permit tracking systems and map inventories; attends meetings and records and transcribes minutes.
- Organizes and coordinates work; sets priorities and meets deadlines; orders office and other various supplies.
- Schedules meetings and appointments; arranges travel to meetings and conferences.
- Picks up, sorts and distributes mail received by departmental staff; attends various meetings, including City Council and other special meetings; assists with the preparation of packets for various meetings.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using the computer, and acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds. This position may occasionally work non-standard hours.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.



QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Records Assistant**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of significant, directly related and progressive clerical experience related to planning, construction, engineering, architecture, Business Administration, Public Administration or a related field, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Standard office and administrative policies and procedures; City codes and ordinances, including zoning, alcohol and building permit requirements; depending on assignment, knowledge of accounting, clerical, construction, legal and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, grammar, composition and basic mathematics; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Provide general clerical support to a specialized work unit; read, understand and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures in the course of work; learn the policies, procedures and guidelines of the department to which assigned in a timely manner; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the phone; courteously respond to community issues, concerns and needs; attend evening meetings as required; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as

Administrative Records Assistant |



part of a team; make sound decisions within established guidelines; analyze complex issues, and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate Laserfiche is desirable.

CITY OF ST. HELENA
ENVIRONMENTAL SERVICES TECHNICIAN I/II

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DEFINITION:

Under supervision (Environmental Services Technician I) or general supervision (Environmental Services Technician II), performs a variety technical duties in support of the City's environmental programs including wastewater pretreatment, fats, oils, and grease, stormwater, and water use and efficiency programs; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Environmental Services Technician I

The **Environmental Services Technician I** is the entry level classification in which incumbents perform the more routine environmental services functions. Initially under close supervision, incumbents learn to perform functions within established guidelines. This classification is alternatively staffed with the Environmental Services Technician II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Environmental Services Technician II

The **Environmental Services Technician II** is the journey level classification in which incumbents are expected to work independently and have thorough knowledge of environmental compliance matters as they relate to industrial wastewater pretreatment, water conservation, pollution prevention, storm water, ground water, and quality assurance principles. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the "I" level, or when filled from the outside, require prior experience.

SUPERVISION RECEIVED/EXERCISED:

Environmental Services Technician I

Receives supervision from the Public Works Project Manager or designee.



Environmental Services Technician II

Receives general supervision from the Public Works Project Manager or designee.

ESSENTIAL FUNCTIONS:

- Initiates contact with businesses and the general public to provide general information regarding various environmental and water resource programs.
- Provides program management and technical advice to the public regarding water conservation; processes water conservation rebate applications, promotes city resource conservation programs, and creates literature, and related information materials/supplies.
- Interprets and explains wastewater pretreatment, fats oils and grease, stormwater, and water use and efficiency regulations to achieve compliance; issues Notices of Violation and takes other routine steps as they relate to the enforcement of rules and regulations.
- Performs a variety of water conservation activities including, leak notifications and water efficiency surveys; provides information or resources regarding installation of water saving devices.
- Prepares, records, and manages water leak notification program, supports residents with water leak related questions and concerns.
- Reviews Bio-retention plans for commercial and residential properties and preforms inspections as needed, supports construction for regulatory compliance.
- Prepares reports and materials for trash pollution prevention per regulatory requirements.
- Works and collaborates with county wide groups regarding various environmental programs such as stormwater, FOG, and general pollution prevention.
- Prepares a variety of reports related to city and state regulatory environmental and resource programs, permits, regulations, and water conservation.
- Performs regular stormwater, fats oils and grease, water-use and other inspections at City and private customer facilities.
- Creates, documents and manages documents, records, and maps related to city environmental and regulatory programs and infrastructure.
- Reviews and analyzes technical data and documents related to water-use efficiency, water conservation, and water supply planning.
- Creates and maintains GIS object and layers as related to environmental and infrastructure resources and assets.



- Compiles and maintains databases related to businesses, construction sites, inspections, and compliance issues.
- Responds to public inquiries in a courteous and professional manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner; participates in community outreach efforts; and assists with the conduct of community outreach activities.
- Builds and maintains positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Performs related duties as assigned.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary to accomplish **Environmental Services Technician I/II** duties. A typical way of obtaining the required qualifications is:

Environmental Services Technician I

Completion of an Associate's degree from an accredited college with course work in environmental sciences, water resource management, environmental health, or related field. A Bachelor's Degree is preferred.

Environmental Services Technician II

In addition to the above, one year of experience equivalent to an Environmental Services Technician I in the City of St. Helena.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.
Possession of a Water use Efficiency Grade 1 certification within 18 months of hire.



KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Wastewater treatment processes; industrial and commercial pretreatment processes; separate storm water sewer systems; operation and maintenance of equipment used for the evaluation of commercial and industrial waste, storm water, ground water, and water conservation; data collection and record keeping practices; technical writing principles; pertinent local, state, and federal laws, ordinances, and rules; water conservation best management practices, methods, and techniques including irrigation and plumbing principles; MWEILO requirements; annual Water Quality, Pollution Prevention, and Annual Regulatory Reporting; safe work methods and safety regulations; principles and practices of effective customer service; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Independently perform site evaluations for illicit storm water discharges; analyze, interpret, and explain regulatory requirements and conservation program elements; maintain accurate records and prepare clear and concise reports, correspondence, and other written materials; Perform water conservation, industrial discharger, and storm water facility audits and site evaluations to identify irregularities and make sound recommendations;; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
HUMAN RESOURCES TECHNICIAN

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DEFINITION:

Under general supervision, perform a wide variety of routine to complex technical, clerical and administrative duties to support the day-to-day operations of the Human Resources Department; assists in processing, explaining and providing human resources information pertaining to recruitment, employee salary and benefits, performance evaluations, and other information related to the Department operations; maintains department records, files, databases and other documents; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Human Resources Technician** is the full working level classification in which incumbents are expected to independently perform the full scope of assigned duties. This classification performs a full range of routine to complex clerical and administrative duties to support the day-to-day operations of the Human Resources Department. An incumbent of this position interacts frequently with City employees and exercises tact and discretion when dealing with issues of a highly sensitive nature.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Human Resources & Information Technology Director. Incumbents in this classification do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

- Assists employees, on the telephone, and via email answering inquiries, explaining division policies and procedures, and providing forms and informational materials related to recruitment processes, employee salary and benefits, performance evaluations, and other matters related to department operations.
- Establishes, updates, and maintains department records, files, and databases, including those pertaining to employment applications, payroll, benefits, and performance evaluations.
- Processes employee and applicant data and status changes, including salary and benefits



adjustments, performance evaluations, employment, new hires, promotions and terminations.

- Reviews HR related forms, including benefits, FMLA, and workers compensation forms for accuracy and completeness; performs worker's compensation injury reporting; coordinates candidate background checks and medical screenings.
- Maintains department operating supplies.
- Prepares and distributes a variety of routine correspondence and informational materials; performs basic research and compiles data for various projects and reports; prepares supporting materials, including literature packs, phone lists, name badges, and place names.
- Provides general clerical and administrative support to department staff, including making photocopies, scheduling appointments and meetings, running errands, filing paperwork records, and records retention; performs staff support for the Labor/Management Safety and Health Committee.
- Prepares materials and generates electronic and digital filing for meetings; takes minutes as required.
- Writes and edits marketing materials including literature, ensuring valid, current and accurate content.
- Writes and distributes press releases and produces media releases, including eNews; maintains the City's website and intranet and manages inquiries generated from the website.
- Attends HR and Risk Management conferences and trainings and REMIF board meetings.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using the computer, and acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.



Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Human Resources Technician**. A typical way of obtaining the required qualifications is to possess the equivalent of eighteen months of general clerical experience involving extensive customer service, with direct experience in a human resources function such as recruitment, job safety, compensation and benefits, or training and development, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or the ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Occupational hazards and standard safety practices, procedures and standards; principles and practices of effective customer service; City and Department policies and procedures; applicable federal, state and local laws, codes and regulations; methods and techniques for record keeping and report preparation and writing; methods and techniques of records management; proper English, spelling and grammar; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Handle and maintain highly sensitive information with a professional demeanor and discretion; work in a team based environment and achieve common goals; maintain professionalism, courtesy, and composure at all times, including stressful situations; establish and maintain accurate records, files and database systems; evaluate situations, identify problems, and exercise sound independent judgement within established guidelines; perform arithmetic computations with accuracy; interpret, apply, and explain established policies and procedures; effectively handle multiple priorities, work with interruptions, organize workload, and meet strict deadlines; read, understand and review documents for accuracy and relevant information; interpret, explain and apply applicable laws, codes and regulations; communicate clearly and

Human Resources Technician |



concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
EXECUTIVE ASSISTANT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, performs a wide variety of highly responsible, confidential and complex administrative and secretarial duties for the City Manager, City Council and other members of the City Manager's staff; serves as liaison with City departments, staff and outside agencies; provides information and assistance to the general public; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Executive Assistant is an advanced level clerical and administrative support class responsible for coordinating and participating in a wide variety of complex activities in support of the City Manager, City Council, and other members of the City Manager's staff. Incumbents are expected to perform the full scope of assigned duties and to exhibit independent judgment and initiative. Incumbents are responsible for performing high level, sensitive, and confidential secretarial and administrative support functions. This classification is distinguished from other classes in the administrative support series by the complex, responsible, sensitive, and confidential secretarial and administrative support provided to the office to which they are assigned. Responsibilities include regular contact with the City Council, representatives of business or community organizations, the public, and all levels of City personnel to exchange information and explain administrative policies and procedures while using tact and discretion.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the City Manager. Incumbents of this class may exercise direct supervision over assigned administrative support staff.

ESSENTIAL FUNCTIONS:

- Performs a wide variety of responsible, confidential and complex administrative and clerical duties for the City Manager, City Council, and other members of the City Manager's staff; relieves City Manager of administrative work including investigating and answering complaints and providing assistance in resolving operational and administration problems.
- Participates in administrative duties relating to the City Manager's office; researches, compiles, analyzes and summarizes data for special projects and various comprehensive

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reports; compiles budget requests and recommends expenditure requests for designated accounts.

- Types, proofreads and edits a wide variety of comprehensive, complex and confidential reports, letters, memoranda, correspondence and statistical charts; types from rough draft or verbal instruction; takes and transcribes dictation using shorthand or dictation equipment as required; reviews finished materials for completeness, accuracy, format and compliance with applicable policies and procedures.
- Oversees administrative operations of the department; directs, coordinates, and reviews the work plan for assigned services and programs; assigns work activities, projects, and programs; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems; recommends improvements in work flow, procedures and use of equipment and forms; implements improvements as approved.
- Serves as primary contact and liaison for City Manager's office with other City staff, the general public, and outside agencies and organizations; represents the department to public and private groups, organizations and other City groups; answers questions and provides information to City staff and the public regarding City procedures and policies; follows up on sensitive customer complaints and inquiries.
- Screens calls, visitors and mail; responds to sensitive requests for information and assistance; provides information and assistance; researches information related to City regulations and departmental policies; assists the public and other City staff in interpreting and applying City policies, procedures, codes and ordinances.
- Provides significant support in the preparation and administration of the assigned department budget; monitors expenditures including reviewing and processing purchase requisitions and purchase orders; monitors approved budget accounts; recommends modifications or adjustments as appropriate.
- Reviews the work of office staff responsible for providing clerical tasks in support of the department; assists in the prioritization of work assignments for clerical coworkers; provides training as necessary; provides information on office procedures; responds to and resolves inquiries; reviews and monitors work assignments to ensure quality and completion according to established timelines; recommends improvements in work flow, procedures and use of equipment and forms.
- Maintains calendar of activities, meetings and various events for the City Manager; coordinates travel arrangements and hotel accommodations; schedules use of all conference rooms; coordinates meetings and conferences with public officials.
- Receives time cards and other personnel information; reviews information for accuracy and completeness.

Executive Assistant |



- Independently responds to letters and general correspondence of a routine nature; initiates and maintains a variety of files and records for information.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work related documents, and acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents of light to moderate weight.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Executive Assistant**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible administrative experience, and equivalent to the completion of the twelfth grade supplemented by specialized secretarial training.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services and activities of a municipality; office management principles and practices; principles of supervision and training; techniques of business letter writing and report preparation; principles and procedures of filing and record keeping; principles and practices of municipal budget preparation and administration; principles and practices of fiscal, statistical and administrative research and report preparation; methods and techniques of public relations; English usage, spelling, grammar and punctuation; basic mathematical principles; pertinent federal, state and local codes,

Executive Assistant |



laws and regulations; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform responsible and difficult secretarial and administrative support services involving the use of independent judgment and personal initiative; understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit; interpret and apply administrative and departmental policies and procedures; supervise and train assigned support staff; independently prepare correspondence and memoranda; take and transcribe dictation at a speed necessary for successful job performance; research, compile, analyze, interpret and prepare a variety of reports; work independently in the absence of supervision; develop, implement and maintain standard filing systems; maintain confidential data and information; research, compile, analyze, interpret and prepare a variety of fiscal, statistical and administrative reports; work cooperatively with other departments, City officials and outside agencies; respond tactfully, clearly, concisely and appropriately to inquiries from the public, press or other agencies on sensitive issues in area of responsibility; type and/or enter data on a computer at a speed necessary for successful job performance; understand and carry out oral and written instructions; adapt to changing technologies and learn functionality of new equipment and systems; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate an office computer and a variety of word processing and software applications.

CITY OF ST. HELENA
LEAD MAINTENANCE WORKER - BUILDINGS & STREETS

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DEFINITION:

Under direction, leads, oversees, reviews, and performs a variety of building and street maintenance and construction work activities and duties; assumes responsibility for the more difficult and complex tasks; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Lead Maintenance Worker – Buildings & Streets is the advanced journey level and lead class in the Public Works Maintenance series in which incumbents are expected to independently perform the more complex duties assigned to the Maintenance Worker series. Incumbents perform skilled work in maintenance and construction tasks. This classification is distinguished from the next higher classification of Public Works Superintendent, which provides overall supervision to an operational unit within the Public Works maintenance program.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from a Public Works Superintendent. Exercises direct and indirect supervision over lower level Maintenance Worker staff.

ESSENTIAL FUNCTIONS:

- Leads, oversees, reviews, and performs the work of staff responsible for maintenance, repair, construction, installation, and operational work in streets and building and grounds maintenance; develops and implements crew assignments; assists maintenance staff in troubleshooting and performing the more complex maintenance, repair, or operational activities; reviews work performed and work quality; participates in the evaluation of assigned personnel.
- Supervises the operation and maintenance of construction and maintenance equipment and/or machinery; provides training of lower level personnel in the areas of work; ensures adherence to safe work methods, procedures, and practices; identifies training opportunities and needs; makes recommendations to higher level staff.

Lead Maintenance Worker – Buildings & Streets |



- Performs street maintenance duties including breaking, removing, crack sealing, hydropatching, and repairing surfaces; rolls and irons asphalt.
- Assists in the installation and maintenance of City signs, road markings, striping, and delineators; paints street lines and crosswalks.
- Performs concrete sidewalk, curb, gutter, and ramp installation and repair; installs bricks and pavers; sweeps streets and sidewalks.
- Installs, maintains and repairs street lights.
- Performs skilled and semi-skilled work in building and facility maintenance, including carpentry, plumbing, mechanical, electrical, and painting; performs general cleaning of buildings, facilities, and grounds; repairs and installs electrical outlets, fixtures, switches, and wiring; performs interior and exterior painting and staining; stocks paper supplies and other supplies as needed; inspects facilities, elevators, and grounds for conditions needing repair and maintenance.
- Digs, shovels, hauls, loads, and unloads materials.
- Operates a variety of hand and power tools jack hammers, tampers, pavement breakers, and other hand and power tools; operates trucks, backhoes, rollers, street sweepers, aerial lifts, and other construction vehicles and equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.
- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to the more difficult questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.
- Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties; evaluates assigned work projects; estimates time, materials, and equipment necessary for the successful completion of the project; acquires necessary resources as is appropriate; assists in the development of budgets in the areas of assignment; assists in the development of work plans, procedures, and schedules.
- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.



WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Lead Maintenance Worker - Buildings & Streets**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in construction and maintenance of streets, water distribution, parks or buildings, and grounds equivalent to that of a Maintenance Worker II with the City of St. Helena, and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.
Possession of a class B California driver's license may be required for some positions.



KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics, and repair of streets, lighting, traffic signs and markings, buildings and facilities; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Lead and perform maintenance, repair, and installation of asphalt, signs, lighting, concrete, and buildings and facilities; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; interpret, explain, and apply applicable laws, codes, and regulations; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
LEAD MAINTENANCE WORKER - PARKS & TREES

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DEFINITION:

Under direction, leads, oversees, reviews, and performs a variety of park and tree maintenance and construction work activities and duties; assumes responsibility for the more difficult and complex tasks; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Lead Maintenance Worker - Parks & Trees is the advanced journey level and lead class in the Public Works Maintenance series in which incumbents are expected to independently perform the more complex duties assigned to the Maintenance Worker series. Incumbents perform skilled work in maintenance and construction tasks. This classification is distinguished from the next higher classification of Public Works Superintendent, which provides overall supervision to an operational unit within the Public Works maintenance program.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from a Public Works Superintendent. Exercises direct and indirect supervision over lower level Maintenance Worker staff.

ESSENTIAL FUNCTIONS:

- Leads, oversees, reviews, and performs the work of staff responsible for maintenance, repair, construction, installation, and operational work in parks and tree maintenance; develops and implements crew assignments; assists maintenance staff in troubleshooting and performing the more complex maintenance, repair, or operational activities; reviews work performed and work quality; participates in the evaluation of assigned personnel.
- Supervises the operation and maintenance of construction and maintenance equipment and/or machinery; provides training of lower level personnel in the areas of work; ensures adherence to safe work methods, procedures, and practices; identifies training opportunities and needs; makes recommendations to higher level staff.
- Performs park maintenance including mowing, edging, and weeding landscaped areas; plants trees, flowers, and shrubs; assists in the installation of new park areas; repairs tiles and removes graffiti at parks; maintains and upgrades all City parks, pathways, and



landscape areas; repairs and installs landscape irrigation systems; assists in the application of herbicides and pesticides; inspects park play equipment for conditions needing repair and maintenance.

- Performs tree maintenance including maintaining City trees for public safety by performing tree pruning; cuts and trims tree branches and limbs which create hazardous conditions; removes rubbish, dead limbs, and hanging limbs from trees.
- Operates trucks and other maintenance and construction equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.
- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to the more difficult questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.
- Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties; evaluates assigned work projects; estimates time, materials, and equipment necessary for the successful completion of the project; acquires necessary resources as is appropriate; assists in the development of budgets in the areas of assignment; assists in the development of work plans, procedures, and schedules.
- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals



requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Lead Maintenance Worker – Parks & Trees**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in construction and maintenance of streets, water distribution, parks or buildings, and grounds equivalent to that of a Maintenance Worker II with the City of St. Helena, and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.
Possession of, or ability to obtain a Certified Tree Arborist certification.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics, and repair of City parks and trees; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Lead and perform maintenance, repair, and installation of City parks and trees; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; interpret, explain, and apply applicable laws, codes, and regulations; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Lead Maintenance Worker – Parks & Trees



Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
LEAD MAINTENANCE WORKER - UNDERGROUND UTILITIES

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DEFINITION:

Under direction, leads, oversees, reviews, and performs a variety of underground utilities maintenance and construction work activities and duties in sewers and storm drains and water production and treatment plant facilities, wells, reservoirs, and tanks; assumes responsibility for the more difficult and complex tasks; demonstrates a full understanding of all applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Lead Maintenance Worker - Underground Utilities is the advanced journey level and lead class in the Public Works Maintenance series in which incumbents are expected to independently perform the more complex duties assigned to the Maintenance Worker series. Incumbents perform skilled work in maintenance and construction tasks. This classification is distinguished from the next higher classification of Public Works Superintendent, which provides overall supervision to an operational unit within the Public Works maintenance program.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from a Public Works Superintendent. Exercises direct and indirect supervision over lower level Maintenance Worker staff.

ESSENTIAL FUNCTIONS:

- Leads, oversees, reviews, and performs the work of staff responsible for maintenance, repair, construction, and installation work in related to sewers and storm drains and water production and treatment plant facilities, wells, reservoirs, and tanks; develops and implements crew assignments; assists maintenance staff in troubleshooting and performing the more complex maintenance, repair, or operational activities; reviews work performed and work quality; participates in the evaluation of assigned personnel.
- Supervises the operation and maintenance of construction and maintenance equipment and/or machinery; provides training of lower level personnel in the areas of work; ensures adherence to safe work methods, procedures, and practices; identifies training opportunities and needs; makes recommendations to higher level staff.

Lead Maintenance Worker -Underground Utilities |



- Performs sewer and storm drains maintenance including installing, repairing, and maintaining sewer lines; locates and repairs breaks in sewer mainlines; repairs or replaces valves as needed; hydro flushes and rods; cleans storm drains and ditches.
- Performs installation, maintenance and repair of the City's water distribution system; inspects for and repairs leaks in meters and lines; operates pipe and leak detecting equipment; performs pump and motor repairs, overhauls, and installations; notifies customers of problems or disruptions of water service.
- Checks pump stations and records flows; flushes and flow tests hydrants; creates and maintains spreadsheets containing daily operation and maintenance data related to water related equipment, meters, water mains, services, and backflows.
- Reads meters on an assigned route and records readings; re-reads meters as necessary and investigates unusual readings and customer complaints; identifies and replaces faulty water meters when required.
- Digs, shovels, hauls, loads and unloads materials; installs shoring and trench plates.
- Monitors underground service alert (USA's) and marks when necessary.
- Operates a variety of hand and power tools including jackhammers, asphalt and concrete saws, pipe threaders, cement mixers, and other hand and power tools; operates trucks, backhoes, and other construction vehicles and equipment; maintains, repairs, and cleans assigned vehicles and equipment; inspects tools and equipment for safety and mechanical defects.
- Assists with City sponsored functions and special events; responds to after hours call-outs as assigned.
- Responds to the more difficult questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.
- Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties; evaluates assigned work projects; estimates time, materials, and equipment necessary for the successful completion of the project; acquires necessary resources as is appropriate; assists in the development of budgets in the areas of assignment; assists in the development of work plans, procedures, and schedules.
- Assists other Public Works maintenance units when required.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.



WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot, and cold. The incumbent may use chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and work in heavy vehicle traffic conditions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Lead Maintenance Worker - Underground Utilities**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in construction and maintenance of streets, water distribution, parks or buildings, and grounds equivalent to that of a Maintenance Worker II with the City of St. Helena, and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of at least one of the following:

Possession of a Grade II Collections System Maintenance certificate from the California Water Environment Association.

Possession of a Grade D2 certificate as a Water Distribution Operator from the California State Water Resources Control Board.

Possession of a Grade T2 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board.

Possession of a Grade T2 certificate as a Wastewater Treatment Plant Operator from the California State Water Resources Control Board.



KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Practices, techniques, and materials used in maintenance, construction, mechanics, and repair of sewer collection and storm drains and water distribution facilities; basic plumbing, electrical, and hand tools; operational characteristics of standard construction and maintenance tools and equipment; practice and procedure used in weed abatement; rules and regulations regarding pesticide application; safety requirements for operation of trucks and other equipment; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Lead and perform maintenance, repair, and installation of sewers and storm drains and water distribution systems; operate a variety of tools and equipment used in maintenance and construction; operate hand and power tools competently and safely; perform heavy manual labor; respond to after hours call-outs as assigned; reside within a reasonable response time of the downtown City area within three months of employment; interpret, explain, and apply applicable laws, codes, and regulations; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance equipment, tools, and materials.

CITY OF ST. HELENA
SENIOR ACCOUNTING TECHNICIAN

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DEFINITION:

Under direction, performs responsible and complex accounting support and administrative work in the preparation and maintenance of budgetary, financial, and statistical records; responsibilities include purchasing, accounts payable, accounts receivable, payroll, and monthly and yearly closing general ledgers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Senior **Accounting Technician** is the advanced journey level class in the Accounting Technician series. Incumbents are expected to perform the full scope of complex accounting technical support work in the department, including budget monitoring and coordination. This classification differs from the Accounting Technician II by independently performing the more complex and difficult technical duties within the department, and the responsibility for providing lead direction to assigned support staff.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Finance Manager or Finance Director. May exercise technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Prepares and maintains budgetary, complex financial and statistical records and information; utilizes automated financial systems and a variety of word processing and spreadsheet programs to enter, store and retrieve information; researches and gathers information from a variety of sources for the completion of forms or preparation of reports; provides information to the public, other governmental agencies and City staff requiring the use of judgment and the interpretation of a variety of policies, rules and procedures.
- Maintains complex accounting, financial and statistical records and posts data to ledgers; maintains varied subsidiary ledgers and reconciliation reports; prepares, reconciles and follows up on accounts receivable billings; prepares complex financial, statistical and operational reports as assigned; assists in gathering and developing a variety of budget

Senior Accounting Technician |



related material; performs the full range of Accounting Technician II duties on a relief or support basis.

- Prepares and posts journal entries to general ledger; performs general ledger reconciliations of various accounts on a monthly basis; performs monthly close of various modules and general ledger; reviews monthly close of modules before final close to general ledger; reconciles cash to bank on a daily basis; reconciles bank statements on a monthly basis.
- May prepare monthly billing for water and sewer services; sends reminders and late notices as needed; answers water and sewer billing inquiries; receives and responds to complaints and questions from the public regarding finance related items.
- May verify the accuracy of payroll, accounts payable, accounts receivable, and other specific areas performed by others; performs payroll tax reporting; performs duties associated with accounts payable and accounts receivable; tracks current year budget for departments and projects; assists in the preparation of the Quarterly Financial report; assists with information systems projects as needed.
- Provides training to other City Department staff on the City's finance system; trains new Department staff on cash handling and utility billing procedures.
- Collects and compiles information from various sources of topics related to City programs and procedures; participates in the development and implementation of operational and administrative programs, policies and procedures; organizes and coordinates new finance procedures as directed by supervisor.
- Reviews City RFPs and contracts, verifying insurance requirements meet standards; tracks and assigns all contracts with reference numbers.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires



the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Senior **Accounting Technician**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience performing increasingly responsible accounting support services, and equivalent to the completion of the twelfth grade. A Bachelor's degree from an accredited college or university with major course work in accounting, finance or a related field is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of financial record keeping, bookkeeping and governmental and fund accounting; basic principles and practices of auditing; standard business arithmetic as applied to accounting technical support; public relations techniques and procedures; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Prepare, maintain and reconcile various complex financial, accounting, billing and statistical records; design and implement new financial record keeping forms; coordinate several activities and meet critical deadlines; lead, train and motivate assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work

Senior Accounting Technician |



independently and as part of a team; make sound decisions within established guidelines; analyze complex issues, and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate automated billing and financial systems.

CITY OF ST. HELENA

SENIOR LIBRARIAN

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, supervises, evaluates, and performs a wide variety of technical and professional-level library support services related to patron assistance, circulation, automation, acquisitions, cataloging and processing; trains and supervises assigned staff; develops Library administrative policies; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Senior Librarian is the supervisory level classification in which incumbents are expected to independently perform the full scope of assigned library support duties. This class is distinguished from the next higher classification of Library Director in that the latter is responsible for the overall management of the Library.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Library Director. Exercises direct and indirect supervision over assigned library staff.

ESSENTIAL FUNCTIONS:

- Coordinates, supervises, and performs a wide variety of technical and professional level library support services related to patron assistance, circulation, automation, acquisitions, cataloging and processing.
- Participates in the development of library policies and procedures; recommends programs, projects and work assignments to the Library Director; assigns work to staff; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance with applicable rules, policies and procedures; participates in the selection and training of library personnel, including volunteers; assumes responsibility for motivating and evaluating assigned personnel; initiates disciplinary procedures as appropriate.
- Provides in-person and phone reference services to the public, utilizing all available media and sources, through service and a public information desk; provides readers advisory

Senior Librarian |



services; assists the public in use of library facilities, equipment, materials and online services; may supervise reference services for a division of the Library.

- Selects and maintains the collection of books and other materials in assigned areas; may oversee collection development activities of a library division.
- Oversees cataloging and materials functions, including acquisitions, cataloging and physical processing of library materials; plans the organization of special collections; performs original and copy cataloging.
- Oversees circulation functions, including registering borrowers, charging and discharging materials, maintaining borrower accounts, archiving materials as appropriate and processing requests and inter-library items; assists patrons.
- Oversees the updating and maintenance of the Library's collection; orders, invoices, receives and tracks materials.
- Assists in the development and administration of the Library budget; makes budgetary recommendations for various library sections and services; gathers information as requested by the Library Director.
- Researches, compiles information and prepares a variety of reports for other library staff or the public.
- Operates a variety of computer systems related to library services and record keeping; posts, files, maintains and inputs records; compiles data and prepares summary reports; orders and receives materials and processes payables; designs, maintains and updates the Library's internet page.
- Develops schedules and methods for performing assigned duties; works with other departments to coordinate library support and resources; maintains appropriate work records and documents; recommends procedural changes in library operations to improve efficiency and customer service.
- Addresses and responds to service questions, inquiries and complaints; establishes and maintains a customer service orientation within the department; responds to in-person and phone requests for library materials, services and information; provides reference services to staff and the public.
- Oversees, plans, schedules, procures and coordinates various Library events; assists with planning, designing and installing exhibits and decorations.
- Visits schools, daycares and preschools.

Senior Librarian |



- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior Librarian**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of directly related library experience with at least one year acting in a lead and/or supervisory capacity, and a Master's degree from an accredited college or university with major course work in library and information science or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of library routines, procedures and services; principles and practices of facilities management, purchasing and records management; principles and practices of library cataloging and classification systems; public desk procedures and methods of providing services and information; library equipment and resources; standard library automated circulation and borrower services; information sources and methods; cataloging principles, bibliographic utilities; cataloging and bibliographic search procedures, including specialized library software; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and

Senior Librarian |



regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as UNIX, word processing, spreadsheets, and databases.

Ability to:

Supervise, coordinate, schedule and participate in a variety of task relating to providing library services; make sound decisions within established guidelines; research and utilize reference systems; develop and maintain a budget; effectively organize, direct and review the work of assigned staff; maintain confidentiality of sensitive information; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, multitask, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; work with and around children for extended periods of time; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA**ASSISTANT PLANNER
ASSOCIATE PLANNER**

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DEFINITION:

Under supervision (Assistant Planner) or general supervision (Associate Planner), learns to perform and performs professional land use and urban planning work, including current and advance planning, and implementation of the City's General Plan; reviews complex zoning and development applications; presents projects to the Planning Commission; coordinates special projects; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:**Assistant Planner**

The **Assistant Planner** is the entry level classification in the professional planning series that allows the incumbent to develop journey level knowledge and abilities in the field of municipal planning. Initially, under immediate supervision, incumbents learn to perform and perform a variety of fundamental support activities in the area of current and advance planning. This classification is alternatively staffed with Associate Planner and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Associate Planner

The **Associate Planner** is the journey level classification in the professional planning series in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents in this position work independently in the research and analysis of planning issues and the preparation of planning reports, studies and recommendations. This classification is distinguished from the next higher classification of Senior Planner in that the latter performs the most complex planning duties and may provide supervision to assigned staff.

SUPERVISION RECEIVED/EXERCISED:**Assistant Planner**

Receives supervision from the Planning & Building Director. Incumbents in this class do not routinely exercise supervision.



Associate Planner

Receives general supervision from the Planning & Building Director. May exercise functional and technical supervision over assigned Planning Interns or contract consulting personnel.

ESSENTIAL FUNCTIONS:

- Plans, organizes and conducts research studies; prepares reports and recommendations regarding land use, zoning regulations, urban design, population trends, transportation, community needs and housing; prepares environmental documents in compliance with CEQA; recommends the use of land for residential, commercial, industrial and community uses.
- Maintains, updates and analyzes data required for community planning; participates in the review, development, revision and maintenance of general plan elements, environmental impact reports, plans, ordinances and other policies and procedures.
- Reviews and processes various plans and applications for subdivision, housing and commercial developments; reviews and processes variances, use permits, business licenses and Alcoholic Beverage Control licenses; determines conformity with laws, regulations, policies and procedures; recommends approval; identifies problems and analyzes alternatives; conducts project site checks.
- Provides information and assistance to developers, property owners and the public regarding laws, regulations, standards, policies and procedures related to the submission of plans, processing of applications and implementation requirements; investigates and responds to complaints of zoning code violations; performs site inspections; communicates and coordinates with other City departments and outside agencies; coordinates the development review process on public and private projects.
- Coordinates the preparation of meeting agendas for various commissions, boards and community groups, including reviewing draft materials and preparing comments; organizes meetings and work sessions ensuring timely notification of appropriate parties; makes presentations and prepares material for the City Council, commissions, boards and community groups.
- Performs a wide range of staff assignments for the Planning Commission; may provide work coordination and project direction for other planning personnel and contract consultants.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, city management, staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the



performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Assistant/Associate Planner**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Assistant Planner

A Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning or a related field. Some professional or para-professional experience in urban or regional planning is desirable.

Associate Planner

In addition to the above, two years of professional planning experience equivalent to that of an Assistant Planner with the City of St. Helena, or one year as Assistant Planner in the City of St. Helena.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of an American Institute of Certified Planners (AICP) certification is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of current and advanced planning; land use, physical design, demographic, environmental, economic and social concepts as applied to municipal planning; statistical methods and research techniques applicable to the preparation of municipal planning studies; methods and techniques of



supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including the City Municipal Code, CEQA and California laws relating to subdivisions, annexations, zoning and land use; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as GIS, agenda management, permit tracking, word processing, spreadsheets, and databases.

Ability to:

Apply policies, procedures and standards pertaining to the municipal planning process; interpret maps, site and building plans and specifications, graphs and statistical data; attend evening meetings as required; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; exercise organization and balance a multi-project work load; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate graphic and presentation programs; demonstrate writing, public speaking and problem-solving.

CITY OF ST. HELENA
RECREATION SUPERVISOR

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DEFINITION:

Under direction, plans, implements, coordinates, supervises, schedules, and evaluates recreation and leisure programs; works with community groups and individuals in providing programs; provides public information and advertises programs; ensures quality of programs and safe work practices; maintains appropriate work records; serves as a technical resource for assigned personnel; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Recreation Supervisor** is the professional level class responsible for the coordination and implementation of specialized recreation and leisure activities. This classification is distinguished from the next higher classification of Director of Recreation in that the latter has a higher degree of supervision and is responsible for overseeing all programs and operations, as well as possessing the administrative responsibilities for the department.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Parks & Recreation Director. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Plans, implements, coordinates, supervises, and evaluates recreation and leisure activities; coordinates and schedules recreation and other activities for children, youth, adults, and other special populations; develops and schedules special events and activities.
- Advertises recreational and leisure programs to the community; prepares and coordinates the development of event publicity, including press releases, flyers, pamphlets, brochures, visual displays, and public outreach at community meetings and schools; utilizes social media applications, registration software, and the City website to increase public awareness of recreation activities and special events.
- Recruits, hires, and supervises part-time, contractual, and volunteer employees; responsible for motivating and evaluating assigned personnel; identifies training opportunities and needs; provides training programs for staff; develops schedules and work methods for performing assigned duties; administers and coordinates payroll for



assigned staff; ensures adherence to safe work methods, procedures, and practices; initiates disciplinary procedures as appropriate.

- Assists in the development of the annual budget for the General Fund recreation, bocce, and special events; develops and manages budgets for Fee-Based sports and Camp Programs; monitors and administers program expenditures; maintains inventory on equipment, supplies, and materials; orders and purchases supplies for programs; coordinates use and maintenance programs for facilities, pools, vehicles, and equipment.
- Monitors and schedules the use and rental of City recreation facilities; coordinates with the school district to secure facilities for sports programs and special events; assists with or enforces established rules of facility use and participant conduct.
- Participates in the development of policies and procedures; recommends programs, activities, and work methods to higher level personnel; maintains records and develops reports on new or existing programs; evaluates programs for effectiveness and efficiency.
- Attends and participates in organizational and community meetings; meets with school, business, and community groups to create partnerships; works with community groups and individuals in the evaluation of recreational programs and activities; stays current on issues relative to the field of community recreation, leisure, and senior citizen services; responds to and resolves community questions and concerns.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent works outdoors in all weather conditions, including wet, hot, and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The position requires the ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a Recreation Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of two years of increasingly responsible supervisory experience in the delivery of recreation or leisure time services, and a bachelor's degree with major course work in recreation, public administration, or related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of, or ability to obtain CPR and First Aid Certification.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles, practices, methods, equipment, and materials used in the delivery of recreation and leisure activities; program content for specialized community activities; principles and practices of program and budget development, administration, and evaluation; cash handling and basic accounting practices; principles and practices of fundraising; grant writing and administration; principles and practices of contract administration and purchasing; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Manage and oversee the delivery of recreation and leisure time activities; design, develop, and implement recreation, leisure, nutritional, health, and social programs suited to the needs of the assigned community population; develop, present, and administer a program budget; coordinate, develop, and conduct training programs for staff; plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate

Recreation Supervisor |



clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA**FIRE INSPECTOR**

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DEFINITION:

Under general supervision, inspects for fire and life safety hazards and enforces all applicable codes, regulations, and ordinances for the prevention of fire; conducts fire safety education programs and presentations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Fire Inspector is expected to work independently and have thorough knowledge of fire prevention and fire investigation programs.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Fire Chief. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

- Assumes responsibility for a wide variety of fire prevention activities of the Department.
- Assists with code enforcement for weed abatement, sends letters for non-compliance, and follows up with non-compliance issues; assists with follow up to code violations.
- Conducts inspections of buildings and properties for fire hazards, to determine the effectiveness of existing fire protection equipment, built-in fire protection systems, and other life safety systems, fire escapes, fire exits, fire escape routes, and smoke detectors.
- Performs routine plan review of building and site plans for compliance with fire and building safety codes as needed.
- Checks and reviews building plans prior to issuance of permits; reviews construction and permit documents in relation to fire prevention laws and codes.
- Issues warnings, notices, and citations regarding violations.
- Conducts follow-up inspections to ensure corrections have been made.
- Coordinates and participates in public fire education, instruction, and demonstrations.

Adopted December 10, 2019

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Fire Inspector |



- Responds to requests, inquiries, and complaints from fire personnel, contractors, the general public, private and governmental agencies.
- Maintains a variety of accurate and complete records and files related to fire prevention and safety activities and programs; prepares and maintains detailed inspection reports, technical reports and statistical data; creates presentation materials.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position has exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold and extreme heat. The position entails working in hazardous situations and routine fire prevention environments with travel from site to site. The nature of the work also requires the incumbent to drive motorized vehicles. The noise level in the work environment is usually moderate.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Fire Inspector**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of increasingly responsible fire prevention experience, and equivalent to the completion of the twelfth grade supplemented by specialized training in fire prevention, fire science, or related courses.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license with appropriate endorsements.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

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Principles, systems, procedures, practices, and methods employed in fire prevention, inspection, and investigation; pertinent federal, state, and local laws, codes, regulations, rules, and ordinances pertaining to fire prevention, safety, and hazardous materials; principles and techniques of building inspection work, building materials and construction, and principles of combustion; building codes, regulations, and techniques as well as exceptions or like practices as they pertain to construction and renovation within the City; principles, practices, and procedures of modern fire protection theory and techniques; procedures, techniques and operation of various fire equipment such as fire extinguishers, sprinkler and alarm systems, fire hydrants, and other extinguishing systems; fire prevention and firefighting methods and techniques; methods and techniques of public relations; record keeping and basic report preparation principles and practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Conduct a variety of building and fire code inspections and ensure compliance with applicable laws, codes, and standards; read, interpret and make corrections on building plans as they relate to fire code requirements; detect and evaluate a wide variety hazardous conditions and materials; interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, and regulations; explain technical code requirements to developers, contractors, and the general public; collect, analyze, and evaluate data and prepare reports and recommendations; deal firmly but fairly with violators and prospective violators of fire codes; analyze facilities and recommend effective fire safety measures; retain presence of mind and act quickly and calmly in emergency situations; effectively use specialized public safety tools and equipment including safety equipment; effectively present information and respond to questions from other staff and the general public; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.



CITY OF ST. HELENA

JUNIOR ENGINEER ASSISTANT ENGINEER

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DEFINITION:

Under general supervision, performs professional engineering work in the design, evaluation, and construction of streets, traffic controls, landscaping, parks, storm drains, sewers, water, and other Public Works projects; serves as a project manager on Capital Improvement Projects; reviews engineering reports, drawings, specifications, and calculations for buildings, structures, streets, sewers, and other Public Works facilities to ensure compliance with current industry practices, codes, regulations, and ordinances; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Junior Engineer

The Junior Engineer is the entry level class in the professional engineering series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex assignments within an established procedural framework where there are minimal consequences of error. This classification is alternatively staffed with the Assistant level and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Assistant Engineer

The Assistant Engineer is the journey level class in the professional engineering series and is the first licensed engineer level responsible for performing the full scope of duties, including design, plans review, and construction management of Capital Improvement Projects and for reviewing private development projects for design conformance and accuracy. The classification is alternatively staffed with Associate Engineer, and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Public Works Director/City Engineer. Incumbents in this classification do not routinely exercise supervision.

**ESSENTIAL FUNCTIONS:**

- Performs a broad range of construction project management, design, and inspection activities on a variety of capital improvement projects, including streets, lighting, storm drainage, sewers, water, traffic, parks, and landscape; coordinates capital improvement projects with contractors, utility companies, other agencies, department staff, and the general public; coordinates capital improvement with field foreman.
- Reviews and/or prepares plans and specifications; prepares quantity and cost estimates; assists in the development of design procedures; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness.
- Analyzes and reviews plans for private and public development, including subdivisions, parcel maps, lot line adjustments, improvement plans, capital improvement projects, and requests for extensions of City services; determines impact and ensures compliance with City service standards for water, sewers, drainage, and streets.
- Reviews and prepares all legal descriptions, title reports, annexations, and acquisitions for real property; checks and reduces all field survey notes, plot levels, and topography; performs survey work for design and construction purposes, as necessary; develops and maintains a computer assisted drafting (CAD) system of all departmental maps, plots, project requirements, improvement plans, utility locations, and City owned easements; represents the department on issues relating to geographic information systems (GIS).
- Administers design and construction contracts; maintains logs and tracks bond expiration dates; prepares reports for the Finance Department as required; collects all required inspection approvals; prepares staff reports for Council; prepares memos to City Clerk regarding accepting and releasing of bonds; prepares daily progress and final reports and prepares documentation associated bonds; prepares and maintains detail project records and plans; negotiates change orders; reviews payment of invoices; responds to RFI and construction correspondence.
- Assists in the preparation and monitoring of the department budget; participates in the development of water and sewer rates, and assessment fees; researches and prepares grant and loan applications; administers and monitors approved project grants and loans.
- Prepares and provides engineering reports, correspondence, staff reports, ordinances, and resolutions; develops reports and statistics; assists in the preparation of short and long-range plans; reviews and comments on environmental impact reports and traffic studies; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints concerning engineering problems.

Junior Engineer/Assistant Engineer |



- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies, and other equipment weighing up to 25 pounds. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot, and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a Junior/Assistant Engineer. A typical way of obtaining the required qualifications is to possess the equivalent of:

Junior Engineer

A Bachelor's degree in Civil Engineering. Some professional engineering experience is desirable.

Assistant Engineer

In addition to the above, one year of work related experience equivalent to that of a Junior Engineer in the City of St. Helena.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Assistant Engineer

Possession of a valid certificate of registration as an Engineer-in-Training, issued by the California State Board of Registration for Civil and Professional Engineers.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of Capital Improvement Project construction project management; principles, procedures, practices, and standards of municipal engineering; surveying methods and techniques; strength of materials and stress



analysis; CEQA requirements; municipal engineering laws, ordinances, codes, specifications, and plans; engineering project inspection methods; working knowledge of contract administration; operational characteristics and use of standard equipment used in the engineering profession; applicable federal, state, and local laws, codes, and regulations, including the St. Helena Municipal Code, ordinances, and codes related to building construction; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Serve as the project manager on one or more Capital Improvement Projects; prepare accurate plans, specifications, cost estimates, change orders, and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; prepare and manage project budgets; negotiate with citizens, property owners, businesses, and other agencies; maintain detailed project management records and documentation; learn and apply established principles and practices of municipal engineering; manage the work of outside consultants; administer programs involving federal, state, and local grants; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; establish and maintain effective working relationships; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, Laserfiche, financial and database applications; safely and effectively operate engineering tools and equipment.

CITY OF ST. HELENA
BUILDINGS AND STREETS SUPERINTENDENT

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DEFINITION:

Under direction, plans, organizes, supervises, and implements the activities of the buildings and streets sections of the Public Works Department including exercising direct supervision over supporting staff in assigned sections; provides technical guidance to assigned sections and performs a wide variety of administrative and supervisory duties; develops, implements, and administers assigned program responsibilities, including the section's safety program, budget preparation, financial management, and invoice review; conducts a variety of research related to assigned programs; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Buildings and Streets Superintendent** reports to the Operations Manager and is responsible for the overall assignment and supervision of assigned crews engaged in construction, repair, and maintenance of buildings and streets; to participate in assigned processes, procedures, and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Operations Manager. Exercises direct supervision over assigned public works staff, as well as indirect supervision to other supporting staff within the Public Works Department.

ESSENTIAL FUNCTIONS:

- Plans, supervises, and directs the programs, projects, operation activities of the buildings and streets sections of the Public Works Department with the support of the Operations Manager.
- Assists in overseeing the proper organization and staffing of assigned sections; participates in Citywide programs and long-range planning for buildings and streets.
- Assists in the establishment of division goals, strategies, and priorities; develops and



manages continuous improvement processes.

- Participates in the development of policies and procedures; recommends programs, projects, and work assignments to the Operations Manager.
- Participates in the selection, training, and evaluation of maintenance personnel; establishes and monitors employee performance objectives and performance management; recommends promotions and disciplinary action to the Operations Manager.
- Directly and/or through supporting staff, assigns work and provides direction to assigned staff, evaluates staff performances, ensures desired staff performance levels are maintained, and participates in processing personnel actions.
- Ensures assigned sections operate in compliance with rules, regulations, and policies; prepares reports and maintain records as required.
- Inspects work sites before, during and after completion to assure work is completed in a satisfactory and thorough manner; ensures the adherence to safe work practices by field maintenance personnel.
- Plans, coordinates, prioritizes, monitors, and participates in the work of crews responsible for the construction, maintenance, repair, and/or operation of building and streets as necessary; provides day-to-day leadership to assigned crews; coordinates the work of the unit with other City departments and divisions, outside agencies, community groups, and the public.
- Supervises and participates in the removal of pavement, digging of holes, cutting of trenches, and removal of concrete and earth using hand tools, power equipment, and related equipment required for the installation, replacement, and repair of streets and related projects.
- Performs the more difficult and complex maintenance and construction duties of the work unit, including reading and interpreting construction plans and specifications; provides technical assistance to field crews; coordinates with contractors providing services to the City; performs inspections of construction and maintenance work in assigned areas of responsibility; assists with inspections on private and public improvement projects for adherence to City standards; responds to afterhours callouts as assigned.
- Enforces the Municipal Code including problems that arise from unpermitted construction work in the streets, items in roadways, and citizens pumping water into the streets.
- Coordinates and provides ongoing safety training programs; ensures compliance with applicable rules, policies, and procedures; establishes performance goals for crews and



individual employees.

- Develops and maintains short- and long-range maintenance schedules for buildings and streets; assists in the development of cost estimates for implementation of maintenance programs; maintains tracking systems for all work including maintaining appropriate work records and documents.
- Prepares statistical and/or analytical reports on operations as necessary; participates in budget preparation and monitors approved budgets; participates in the equipment procurement process; orders, monitors, controls, and maintains supplies, tools, materials, and equipment.
- Responds to the more difficult questions and concerns from the general public, contractors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within the unit.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Routinely participates in the encroachment permit processing providing technical knowledge i.e. scope of work, traffic/pedestrian control plans, adherence to City Standards, service alerts, right-of-ways to administrative staff, attending permit meetings and signing off on final authorization.
- Coordinates fleet maintenance of all city vehicles, fuels, asset/mileage tracking, and fleet records.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, this position works outdoors in all weather conditions, including wet, hot, and cold. The individual may use cleaning and lubricating chemicals, pesticides, or herbicides which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the individual to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions.



Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Buildings and Streets Superintendent**. An example of obtaining the required qualifications is to possess five years of experience in municipal public works maintenance work, including two years in a supervisory or lead capacity; and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.
Possession of Class B license may be assigned as needed.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and methods of public works maintenance, supervision, program development, and administration including streets and buildings; operating characteristics and safety requirements for operation of trucks, construction vehicles, and other heavy and light equipment; defensive driving; facility condition assessment and reporting; plan review for determining impact on maintenance activities and maintenance cost; public administration policies and procedures; structure and organization of public sector agencies; principles and practices of public personnel administration; budget development and implementation; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the supervision of the buildings and streets sections; select, supervise, train, and evaluate staff; plan, organize, and direct the work of subordinate staff; supervise and direct the operations and activities of the water distribution, sewer,



and storm drain system in the Public Works Department; estimate time, materials, and equipment needed to complete projects; read and understand plans and specifications; coordinate and conduct training programs for staff; respond to issues and concerns from the community; respond to after hours call-outs and reside within a reasonable distance from the downtown City area within three months of employment; prepare, organize, and maintain inspection field and office data, and reports; perform required mathematical computations; consult effectively with management, staff, and the public; serve as a liaison between various public agencies; participate in developing and administering a budget; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance and construction equipment, tools, and materials.

CITY OF ST. HELENA
PARKS AND TREES SUPERINTENDENT

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DEFINITION:

Under direction, plans, organizes, supervises, and implements the activities of the trees and parks sections of the Public Works Department including exercising direct supervision over supporting staff in assigned sections; provides technical guidance to assigned sections and performs a wide variety of administrative and supervisory duties; develops, implements, and administers assigned program responsibilities, including the section's safety program, budget preparation, financial management, and invoice review; conducts a variety of research related to assigned programs; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Trees and Parks Superintendent** reports to the Operations Manager and is responsible for the overall assignment and supervision of assigned crews engaged in construction, repair, and maintenance of trees and parks; to participate in assigned processes, procedures, and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Operations Manager. Exercises direct supervision over assigned public works staff, as well as indirect supervision to other supporting staff within the Public Works Department.

ESSENTIAL FUNCTIONS:

- Plans, supervises, and directs the programs, projects, operation activities of the trees and parks sections of the Public Works Department with the support of the Public Works Operations Manager.
- Assists in overseeing the proper organization and staffing of assigned sections; participates in Citywide programs and long range planning for trees and parks.
- Assists in the establishment of division goals, strategies, and priorities; develops and manages continuous improvement processes.

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- Participates in the development of policies and procedures; recommends programs, projects, and work assignments to the Public Works Operations Manager.
- Participates in the selection, training, and evaluation of maintenance personnel; establishes and monitors employee performance objectives and performance management; recommends promotions and disciplinary action to the Public Works Operations Manager.
- Directly and/or through supporting staff, assigns work and provides direction to assigned staff, evaluates staff performances, ensures desired staff performance levels are maintained, and participates in processing personnel actions.
- Ensures assigned sections operate in compliance with rules, regulations, and policies; prepares reports and maintain records as required.
- Inspects work sites before, during and after completion to assure work is completed in a satisfactory and thorough manner; ensures the adherence to safe work practices by field maintenance personnel.
- Plans, coordinates, prioritizes, monitors, and participates in the work of crews responsible for the construction, maintenance, repair, and/or operation of trees and parks as necessary; provides day-to-day leadership to assigned crews; coordinates the work of the unit with other City departments and divisions, outside agencies, community groups, and the public.
- Supervises and participates in the removal of trees using hand tools, power equipment, and related equipment.
- Performs the more difficult and complex maintenance and construction duties of the work unit, including reading and interpreting construction plans and specifications; provides technical assistance to field crews; coordinates with contractors providing services to the City; performs inspections of construction and maintenance work in assigned areas of responsibility; assists with inspections on private and public improvement projects for adherence to City standards; responds to afterhours callouts as assigned.
- Coordinates and provides ongoing safety training programs; ensures compliance with applicable rules, policies, and procedures; establishes performance goals for crews and individual employees.
- Develops and maintains short and long range maintenance schedules for trees and parks; assists in the development of cost estimates for implementation of maintenance programs; maintains tracking systems for all work including maintaining appropriate work records and documents.



- Prepares statistical and/or analytical reports on operations as necessary; participates in budget preparation and monitors approved budgets; participates in the equipment procurement process; orders, monitors, controls, and maintains supplies, tools, materials, and equipment.
- Responds to the more difficult questions and concerns from the general public, contractors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within the unit.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, this position works outdoors in all weather conditions, including wet, hot, and cold. The individual may use cleaning and lubricating chemicals, pesticides, or herbicides which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the individual to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Trees and Parks Superintendent**. An example of obtaining the required qualifications is to possess five years of experience in municipal public works maintenance work, including two years in a supervisory or lead capacity; and a high school diploma or equivalent.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license and one or more of the following:

Possession of a class B California driver's license may be required.

Possession of an Arborist Certificate is required within one year of appointment.

Possession of a Certified Playground Safety Inspector Certificate is highly desirable.

Possession of a Pesticide Qualified Applicator Certificate is highly desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and methods of public works maintenance, supervision, program development, and administration including trees and parks; operating characteristics and safety requirements for operation of trucks, construction vehicles, and other heavy and light equipment; defensive driving; facility condition assessment and reporting; plan review for determining impact on maintenance activities and maintenance cost; public administration policies and procedures; structure and organization of public sector agencies; principles and practices of public personnel administration; budget development and implementation; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the supervision of the trees and parks sections; select, supervise, train, and evaluate staff; plan, organize, and direct the work of subordinate staff; supervise and direct the operations and activities of the trees and parks maintenance in the Public Works Department; estimate time, materials, and equipment needed to complete projects; read and understand plans and specifications; coordinate and conduct training programs for staff; respond to issues and concerns from the community; respond to after hours call-outs and reside within a reasonable distance from the downtown City area within three months of employment; prepare, organize, and maintain inspection field and office data, and reports; perform required mathematical computations; consult effectively with management, staff, and the public; serve as a liaison between various public agencies; participate in developing and administering a budget; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and



implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance and construction equipment, tools, and materials.

CITY OF ST. HELENA
UNDERGROUND UTILITIES SUPERINTENDENT

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DEFINITION:

Under direction, plans, organizes, supervises, and implements the activities of the water distribution, sewer collection system, and storm drain sections of the Public Works Department including exercising direct supervision over supporting staff in assigned sections; evaluates and participates in the work of crews responsible for construction, repair, maintenance, and operational work in the water distribution, sewer collection system, and storm drains; provides technical guidance to assigned sections and performs a wide variety of administrative and supervisory duties; develops, implements, and administers assigned program responsibilities, including the section's safety program, budget preparation, financial management, and invoice review; conducts a variety of research related to assigned programs;; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The Underground Utilities Superintendent reports to the Operations Manager and is responsible for the overall assignment and supervision of crews engaged in construction, repair and maintenance work of water distribution, sewer collection system, and storm drain systems; to participate in assigned processes, procedures, and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Operations Manager. Exercises direct supervision over assigned public works staff, as well as indirect supervision to other supporting staff within the Public Works Department

ESSENTIAL FUNCTIONS:

- Plans, supervises, and directs the programs, projects, operation activities of the water distribution, sewer collections, and storm drain sections of the Public Works Department with the support of the Operations Manager.

Underground Utilities Superintendent |



- Assists in overseeing the proper organization and staffing of assigned sections; participates in Citywide programs and long-range planning for water distribution, sewer collections, and storm drains.
- Assists in the establishment of division goals, strategies, and priorities; develops and manages continuous improvement processes.
- Participates in the development of policies and procedures; recommends programs, projects, and work assignments to the Operations Manager.
- Participates in the selection, training, and evaluation of maintenance personnel; establishes and monitors employee performance objectives and performance management; recommends promotions and disciplinary action to the Operations Manager.
- Directly and/or through supporting staff, assigns work and provides direction to assigned staff, evaluates staff performances, ensures desired staff performance levels are maintained, and participates in processing personnel actions.
- Ensures assigned sections operate in compliance with rules, regulations, and policies; prepares reports and maintain records as required.
- Inspects work sites before, during and after completion to assure work is completed in a satisfactory and thorough manner; ensures the adherence to safe work practices by field maintenance personnel.
- Plans, coordinates, prioritizes, monitors, and participates in the work of crews responsible for the construction, maintenance, repair, and/or operation of water distribution, sewer collections, and storm drain systems as necessary; provides day-to-day leadership to assigned crews; coordinates the work of the unit with other City departments and divisions, outside agencies, community groups, and the public.
- Oversees the reading and repair of water meters and water service connections and disconnections; provides pressure and flow information on hydrants; fabricates and installs piping, fittings, valves, pumps, hydrants, and controls; oversees the repair, overhaul, and installation of pumps and motors; oversees the annual meter testing.
- Supervises and participates in the removal of pavement, digging of holes, cutting of trenches, and removal of concrete and earth using hand tools, power equipment, and related equipment required for the installation, replacement, and repair of water mains, service lines, sewer collections lines, and related water, sewer collections, and storm drain system projects.



- Performs the more difficult and complex maintenance and construction duties of the work unit, including reading and interpreting construction plans and specifications; provides technical assistance to field crews; coordinates with contractors providing services to the City; performs inspections of construction and maintenance work in assigned areas of responsibility; assists with inspections on private and public improvement projects for adherence to City standards; responds to afterhours callouts as assigned.
- Oversees the cross-connection program; oversees and directs testing of backflow devices as necessary.
- Coordinates and provides ongoing safety training programs; ensures compliance with applicable rules, policies, and procedures; establishes performance goals for crews and individual employees.
- Develops and maintains short- and long-range maintenance schedules for the water distribution, sewer collections, and storm drain systems; assists in the development of cost estimates for implementation of maintenance programs; maintains tracking systems for all work including maintaining appropriate work records and documents.
- Prepares statistical and/or analytical reports on operations as necessary; participates in budget preparation and monitors approved budgets; participates in the equipment procurement process; orders, monitors, controls, and maintains supplies, tools, materials, and equipment.
- Responds to the more difficult questions and concerns from the general public, contractors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within the unit.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, this position works outdoors in all weather conditions, including wet, hot, and cold. The individual may use cleaning and lubricating chemicals which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the individual to climb ladders, use power

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and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Underground Utilities Superintendent**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of experience in the operation, maintenance and repair of a water distribution, sewer collections, and/or storm drain systems, including two years in a supervisory or lead capacity; a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a Grade III Collections System Maintenance certificate from the California Water Environment Association within one year of employment.

Possession of a Grade 3 Water Distribution Operator certificate from the California State Water Resources Control Board within one year of employment.

Possession of a Grade T2 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board.

Possession of a Cross-Connection Control Specialist certificate as state mandated from the Water Resources Control Board.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and methods of public works maintenance, supervision, program development, and administration including water distribution, sewer collections, and storm drain systems; operating characteristics and safety requirements for operation of trucks, construction vehicles, and other heavy and light equipment; defensive driving; plan review for determining impact on maintenance activities and maintenance cost; public administration policies and procedures; structure and organization of public sector agencies; principles and practices of public personnel administration; budget development and implementation; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods



and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the supervision of the underground utilities section; select, supervise, train, and evaluate staff; plan, organize, and direct the work of subordinate staff; supervise and direct the operations and activities of the water distribution, sewer collections, and storm drain system in the Public Works Department; estimate time, materials, and equipment needed to complete projects; read and understand plans and specifications; coordinate and conduct training programs for staff; respond to issues and concerns from the community; respond to afterhours call-outs and reside within a reasonable distance from the downtown City area within three months of employment; prepare, organize, and maintain inspection field and office data, and reports; perform required mathematical computations; consult effectively with management, staff, and the public; serve as a liaison between various public agencies; participate in developing and administering a budget; interpret, explain, and apply applicable laws, codes, and regulations; interpret USA markings; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications. Safely and effectively operate a variety of maintenance and construction equipment, tools and materials.

CITY OF ST. HELENA

CHIEF PLANT OPERATOR WATER TREATMENT

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DEFINITION:

Under direction, supervises, evaluates, plans, and participates in work relating to the production, treatment, delivery, and protection of the City's water supply; supervises, operates, and maintains water production facilities and equipment; assists in the preparation and administration of the division budget; evaluates and trains assigned staff; interfaces with and coordinates assigned functions with other City services and departments; represents plant operations with government regulatory agencies; ensures safe work practices, work quality, and accuracy; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Chief Plant Operator - Water Treatment** is a supervisory level class within Public Works responsible for water quality and production activities and incumbents are expected to perform the full scope of assigned duties. The incumbent serves as a technical expert in water quality, monitoring of wells, reservoirs, tanks, chemical feeders, and related facilities. This classification is distinguished from the next higher classification of Public Works Director in that the latter is responsible for the overall management and administration of the Utilities Division.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Public Works Director. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Water Treatment Division in providing a safe and reliable water supply for the City; plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the water treatment plant and related production/storage systems; ensures compliance with state, federal, and local



mandates for water quality; makes plant operation modifications as needed.

- Supervises and performs tasks related to the maintenance, repair, and construction of water production and treatment plant facilities, wells, reservoirs, tanks, equipment, and related control systems; inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for untreated and treated water samples and is responsible for operating and systems modification based on test results; implements the lead and copper program; supervises and participates in the monitoring of water quality instruments and chlorination to ensure compliance with state and federal requirements.
- Prepares a variety of water quality and water use reports for regulatory agencies and internal operations; acts as the liaison to the public on water quality issues; conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of water production facilities; collaborates with the Utilities Operations Manager on the flushing of the distribution system; supervises the taking of well soundings; utilizes automatic and manual control systems to regulate the flow of water and chemical feed rates to ensure optimum safety and efficiency; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff; develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets; analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs; administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings, as necessary; stays current on issues relative to water production and treatment technologies; responds to and resolves community and organizational inquiries and complaints related to treatment system operations; represents the City's water production functions in public relations activities and with regulatory agencies; establishes and maintains a customer service orientation within the division.



- Performs standby duties for water and wastewater treatment facilities on a routinely scheduled basis.
- Enforces rules, regulations, policies, and procedures relating to the operation of the water treatment system and waste discharge requirements prescribed in all applicable sections of the Clean Water Act and the California Water Code.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and performing maintenance on assigned equipment. The position requires the need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, the incumbent in this position may be exposed to biohazards and a variety of working conditions, including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined spaces. The incumbent may be required to respond to emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Chief Utility Operator -Water Treatment**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of experience in the operation, mechanical maintenance and repair of water treatment systems, at least two of which were while in possession of a Grade III Water Treatment Plant Operator certificate, and possession of a high school diploma or equivalent with 24 continuing education credits needed to renew certification.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a Grade IV Certification as a Water Treatment Plant Operator from the California State Department of Health Services

Possession of a Grade II Certification as a Wastewater Plant Operator from the California State Water Quality Control Board.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and techniques of water treatment operations, quality assurance, process controls, and systems maintenance; testing methods and procedures, including qualitative and quantitative analysis; principles and practices of water production, storage, and delivery; design, planning, and development of water production facilities; cost, time, and materials estimating; principles and practices of bacteriological and sampling techniques and mathematical analysis; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations, including those governing the production and distribution of potable water; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, organize and supervise the operation of a water treatment plant and associated storage and distribution systems; ensure equipment is maintained appropriately; accurately supervise and perform water quality laboratory testing and analysis; ensure chemical and bacteriological laboratory tests are conducted in accordance with mandates; analyze and interpret laboratory tests and make modifications to water production system operations as required; maintain accurate and updated logs, records, and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's water treatment functions with other governmental agencies and community groups; plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain and apply



applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate the tools and equipment used in the operation and maintenance of a water treatment system.

CITY OF ST. HELENA

CHIEF PLANT OPERATOR WASTEWATER TREATMENT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, supervises, evaluates, plans, and participates in the day-to-day operations and mechanical maintenance and repairs of the City's wastewater treatment plant and facilities; oversees processing and water quality laboratory testing; assists in the preparation and administration of the division budget; evaluates and trains assigned staff; interfaces with and coordinates assigned functions with other City services and departments; represents plant operations with government regulatory agencies; ensures safe work practices, work quality, and accuracy; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Chief Plant Operator - Wastewater Treatment** is a supervisory level class within Public Works responsible for assigning and supervising the day-to-day operation, development, repair, and maintenance of the City's wastewater treatment facilities, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next higher classification of Public Works Director in that the latter is responsible for the overall management and administration of the Utilities Division.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Public Works Director. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Accepts administrative responsibility for the activities, operations, and services of the Wastewater Division in providing quality treatment service for the City; plans, supervises, prioritizes, monitors, and participates in the work of staff responsible for the maintenance and operation of the wastewater treatment plant and related collection system; ensures compliance with state, federal, and local mandates for water quality; makes plant operation



modifications as needed; provides monthly/annual reports to state, federal, and local authorities.

- Supervises and performs tasks related to the maintenance, repair, and construction of wastewater treatment plant facilities, lift stations, equipment, and related control systems; inspects the maintenance and repair of equipment for quality, compliance with applicable standards, and proper operation.
- Oversees laboratory analysis programs for wastewater, sludge, and effluent and is responsible for operating and systems modification based on test results.
- Prepares a variety of water quality and industrial waste reports for regulatory agencies and internal operations; conducts regular inspections to identify maintenance and repair needs; schedules, plans, and supervises the installation, maintenance, and repair of mechanical and electrical systems.
- Evaluates and recommends the best use of supplies, materials, and equipment; requisitions, inventories, and supervises the use of all materials, supplies, and equipment used in the operation and maintenance of wastewater facilities; ensures that mechanical equipment receives proper lubrication, overhauling, and inspection; ensures proper calibration of pneumatic instruments; performs plant operation and maintenance assignments, as necessary.
- Evaluates staffing requirements and utilization of staff; supervises, evaluates, trains, and motivates assigned staff; develops and directs staff safety training programs; oversees safety of assigned staff and monitors work in progress; schedules staff work assignments.
- Assists the Public Works Director with operating and capital improvement budgets; analyzes annual operating costs and makes recommendations for budget development and improvements in operating costs; administers and monitors the approved budget; prepares project cost estimates and analysis.
- Attends and participates in organizational and community meetings as necessary; stays current on issues relative to wastewater treatment technologies; responds to and resolves community and organizational inquiries and complaints regarding treatment system operations; represents the City's wastewater treatment functions in public relations activities and with regulatory agencies; establishes and maintains a customer service orientation within the division.
- Enforces rules, regulations, policies, and procedures relating to the operation of the wastewater treatment system and waste discharge requirements prescribed in all applicable sections of the Clean Water Act and California Water Code.

Chief Plant Operator - Wastewater |



- Performs standby duties for water and wastewater treatment facilities on a routinely scheduled basis.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and performing maintenance on assigned equipment. The position requires the ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more. Additionally, the incumbent in this position may be exposed to biohazards and a variety of working conditions, including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined spaces. The incumbent may be required to respond to emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Chief Utility Operator - Wastewater Treatment**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of experience in the operation, mechanical maintenance, and repair of a wastewater treatment facility, at least two of which were while in possession of a Grade II Wastewater Treatment Plant Operator certificate, and possession of a high school diploma or equivalent with 24 continuing education units needed to renew certification.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a Grade III Certification as a Wastewater Plant Operator from the California State Water Quality Control Board.

Chief Plant Operator - Wastewater |



Possession of a Grade IV Certification as a Water Treatment Plant Operator from the California State Department of Health Services.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and techniques of wastewater treatment plant operations, quality assurance, process controls, and systems maintenance; testing methods and procedures, including qualitative and quantitative analysis; principles and practices of wastewater collection; design, planning, and development of wastewater treatment facilities; cost, time, and materials estimating; principles and practices of bacteriological and sampling techniques and mathematical analysis; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations, including those governing wastewater treatment, quality monitoring and control; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices. office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, organize, and supervise the operation of a wastewater treatment plant and associated collection systems; ensure equipment is maintained appropriately; accurately supervise and perform water quality laboratory testing and analysis; ensure chemical and bacteriological laboratory tests are conducted in accordance with mandates; analyze and interpret laboratory tests and make modifications to wastewater treatment plant operations as required; read and interpret plant operations equipment; maintain accurate and updated logs, records, and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's wastewater treatment functions with other governmental agencies and community groups; plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and

Chief Plant Operator - Wastewater |



implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate the tools and equipment used in the operation and maintenance of wastewater treatment facilities.

CITY OF ST. HELENA
ASSOCIATE CIVIL ENGINEER

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DEFINITION:

Under direction, performs complex, professional, and technical civil engineering work in the design, evaluation, and construction of streets, traffic controls, landscaping, parks, storm drains, sewers, water, and other public works projects; serves as a project manager on Capital Improvement Projects; reviews engineering reports, drawings, specifications, and calculations for buildings, structures, streets, sewers, and other public works facilities to ensure compliance with current industry practices, codes, regulations, and ordinances; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Associate Civil Engineer** is the advanced journey level class in the professional civil engineering series and is responsible for performing the more complex design and construction of capital improvement projects, reviewing private development projects for design conformance and accuracy, and providing extensive professional engineering and administrative support to the Public Works Director/City Engineer. Incumbents perform complex professional engineering assignments requiring considerable knowledge of various aspects of civil engineering, including land development, planning, design standards and regulations, construction, and maintenance. This classification is distinguished from the next higher position of Public Works Director/City Engineer in that the latter has overall responsibility for departmental operations.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Public Works Director/City Engineer. May exercise functional and technical supervision over assigned staff.

ESSENTIAL FUNCTIONS:

- Performs and oversees a broad range of construction project management, design and inspection activities on a variety of capital improvement projects, including streets, lighting, storm drainage, sewers, water, traffic, parks, and landscape; coordinates capital improvement projects with contractors, utility companies, other agencies, department staff, and the general public.

Associate Civil Engineer



- Reviews and/or prepares plans and specifications; prepares quantity and cost estimates; assists in the development of design procedures; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness.
- Analyzes and reviews plans for private and public development, including subdivisions, parcel maps, lot line adjustments, improvement plans, capital improvement projects, and requests for extensions of City services; determines impact and ensures compliance with City service standards for water, sewers, drainage, and streets.
- Reviews and prepares all legal descriptions, title reports, annexations, and acquisitions for real property; checks and reduces all field survey notes, plot levels, and topography and may perform survey work for design and construction purposes; develops and maintains a computer assisted drafting (CAD) system of all departmental maps, plots, project requirements, improvement plans, utility locations and City owned easements; represents the department on issues relating to geographic information systems (GIS).
- Administers design and construction contracts; maintains logs and tracks bond expiration dates; prepares reports for the Finance Department as required; collects all required inspection approvals; prepares staff reports for Council; prepares memos to City Clerk regarding accepting and releasing of bonds; prepares daily progress and final reports and prepares documentation associated bonds; prepares and maintains detail project records and plans; negotiates change orders; reviews payment of invoices; responds to RFI and construction correspondence.
- Assists in the preparation of the department budget; makes recommendations and monitors the approved project budgets; participates in the development of water and sewer rates, and assessment fees; researches and prepares grant and loan applications; administers and monitors approved project grants and loans.
- Prepares and provides complex engineering reports, correspondence, staff reports, ordinances, and resolutions; develops reports and statistics; assists in the preparation of short and long-range plans; reviews and comments on environmental impact reports and traffic studies; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints concerning engineering problems.
- Assumes the duties of the Public Works Director/City Engineer in his/her absence, as necessary.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment, and acute hearing is

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Associate Civil Engineer |



required when providing phone and face-to-face service. The ability to lift, carry, pull and push tools, supplies and other equipment weighing up to 25 pounds. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot, and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, abilities and skills necessary for an **Associate Civil Engineer**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible Civil Engineering experience, and a bachelor's degree in Civil Engineering or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a valid certificate of registration as a Civil Engineer issued by the California State Board of Registration for Civil and Professional Engineers.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of Capital Improvement Project construction project management; principles, procedures, practices and standards of municipal civil engineering; surveying methods and techniques; strength of materials and stress analysis; CEQA requirements; municipal civil engineering laws, ordinances, codes, specifications, and plans; engineering project inspection methods; working knowledge of contract administration; operational characteristics and use of standard equipment used in the engineering profession; methods and techniques of supervision, training, and motivation; principles of mathematics; applicable federal, state, and local laws, codes, and regulations, including the St. Helena Municipal Code, ordinances, and codes related to building construction; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

**Ability to:**

Serve as the project manager on one or more Capital Improvement Projects; prepare accurate plans, specifications, cost estimates, change orders and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; prepare and manage project budgets; negotiate with citizens, property owners, businesses, and other agencies; maintain detailed project management records and documentation; learn and apply established principles and practices of municipal civil engineering; negotiate and manage the work of outside consultants and construction contracts; administer programs involving Federal, state, and local grants; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, laserfiche, financial and database applications; safely and effectively operate engineering tools and equipment.

CITY OF ST. HELENA
PUBLIC SAFETY DISPATCHER

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DEFINITION:

Under general supervision, performs a wide variety of technical and clerical law enforcement support duties related to taking police, fire, and medical emergency requests for service from the public and tracks and dispatches field units as appropriate; gathers, records, maintains, retrieves, and distributes law enforcement data and information; enters reports and data into a variety of automated law enforcement records systems; ensures that records and information are accurate, clear, and comprehensive for law enforcement personnel and the general public; learns applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Dispatch and Records Supervisor. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Receives and enters calls for police, fire, and medical service in CAD; dispatches and tracks field units; interprets level of service needed through information obtained from field officers or citizens; coordinates multi-agency responses when necessary; transfers calls to appropriate agencies if warranted.
- Responds to questions and concerns from the general public, department staff, and other agencies; takes and records telephone and counter reports; provides information as appropriate and resolves service issues and complaints.
- Enters and maintains accurate data and information into the California Law Enforcement Telecommunications System (CLETS) including stolen vehicles and missing and unidentified persons; enters and retrieves information from a variety of state and local automated systems; validates selected records from the Department of Justice files including vehicles, boats, and missing persons; releases impounded vehicles; processes reports and citations; collects and maintains statistical information.
- Learns and develops an understanding of applicable policies, procedures, and work methods associated with assigned duties
- Gathers and compiles appropriate information that needs to be provided to the relieving

Dispatcher |



dispatcher and/or officers.

- Photocopies and distributes crime, incident, arrest, and accident reports to the general public and various agencies such as the Department of Justice (DOJ), California Highway Patrol, District Attorney, Department of Motor Vehicles (DMV), and insurance companies; prepares reports for court; applies federal, state, and local laws when releasing information.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using the computer, and acute hearing is required when providing phone, dispatch, and face to face service. The ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Dispatcher**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Dispatcher

Two years of work experience involving public contact and record keeping and a high school diploma or equivalent

License/Certificate:

Possession of, or ability to obtain a valid Class C California driver's license.

Possession of, or ability to obtain a Dispatch Certificate from P.O.S.T. within one year of appointment as a Dispatcher.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Civil, criminal, and municipal provisions relating to the various activities of the Police Department; law enforcement, fire, and other operating procedures and functions of



the Department as they relate to the dispatch function; geography of the City and the surrounding environment; legal and procedural techniques and regulations regarding transmission and reception of public safety radio traffic; basic radio and related equipment maintenance; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform a variety of complex work with speed and accuracy; remain calm under emergency situations; learn to operate specialized law enforcement automated information and communication systems; work flexible hours including evenings, weekends, and split shifts; learn basic Spanish speaking skills that allow for communication regarding addresses, locations, time descriptions, etc.; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; ; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; effectively operate specialized law enforcement automated information and communication systems; type accurately from clear copy at a rate of 35 words per minute.

CITY OF ST. HELENA
DISPATCHER/COMMUNITY SERVICES OFFICER

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DEFINITION:

Under general supervision, performs a wide variety of technical and clerical law enforcement support duties related to taking police, fire, and medical emergency requests for service from the public and tracks and dispatches field units as appropriate; gathers, records, maintains, retrieves, and distributes law enforcement data and information; enters reports and data into a variety of automated law enforcement records systems; ensures that records and information are accurate, clear, and comprehensive for law enforcement personnel and the general public; learns applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Dispatch and Records Supervisor. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

When assigned to Dispatch:

- Receives and enters calls for police, fire, and medical service in CAD; dispatches and tracks field units; interprets level of service needed through information obtained from field officers or citizens; coordinates multi-agency responses when necessary; transfers calls to appropriate agencies if warranted.
- Responds to questions and concerns from the general public, department staff, and other agencies; takes and records telephone and counter reports; provides information as appropriate and resolves service issues and complaints.
- Enters and maintains accurate data and information into the California Law Enforcement Telecommunications System (CLETS) including stolen vehicles and missing and unidentified persons; enters and retrieves information from a variety of state and local automated systems; validates selected records from the Department of Justice files including vehicles, boats, and missing persons; releases impounded vehicles; processes reports and citations; collects and maintains statistical information.

Dispatcher-CSO |



- Learns and develops an understanding of applicable policies, procedures, and work methods associated with assigned duties
- Gathers and compiles appropriate information that needs to be provided to the relieving dispatcher and/or officers.
- Photocopies and distributes crime, incident, arrest, and accident reports to the general public and various agencies such as the Department of Justice (DOJ), California Highway Patrol, District Attorney, Department of Motor Vehicles (DMV), and insurance companies; prepares reports for court; applies federal, state, and local laws when releasing information.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

When assigned to Community Service Officer:

- Processes, maintains, and discards all property and evidence in accordance with laws, statutes, and department policy.
- Maintains records of the intake and transfer of property and evidence; performs the release and disposal of records.
- Prepares and copies video and CD recordings for officers, other agencies, and the court, as necessary.
- Researches and gathers information from reports, court documents, and the California Law Enforcement Telecommunications System (CLETS), as necessary.
- Processes parking records and citations; performs abandoned vehicle abatement.
- Orders and maintains inventory of evidence supplies.
- Oversees and responsible for the security and accuracy in the evidence room.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using the computer, and acute hearing is required when providing phone, dispatch, and face to face service. The ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

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QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Dispatcher/Community Services Officer**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Two years of work experience involving public contact and record keeping and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain a valid Class C California driver's license.

Possession of, or ability to obtain a Dispatch Certificate from P.O.S.T. within one year of appointment as a Dispatcher.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Civil, criminal, and municipal provisions relating to the various activities of the Police Department; law enforcement, fire, and other operating procedures and functions of the Department as they relate to the dispatch function; geography of the City and the surrounding environment; legal and procedural techniques and regulations regarding transmission and reception of public safety radio traffic; basic radio and related equipment maintenance; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Perform a variety of complex work with speed and accuracy; remain calm under emergency situations; learn to operate specialized law enforcement automated information and communication systems; work flexible hours including evenings, weekends, and split shifts; learn basic Spanish speaking skills that allow for communication regarding addresses, locations, time descriptions, etc.; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Dispatcher-CSO |



Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; effectively operate specialized law enforcement automated information and communication systems; type accurately from clear copy at a rate of 35 words per minute.

CITY OF ST. HELENA
RECORDS SUPERVISOR

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DEFINITION:

Under direction, coordinates, supervises, assigns, reviews and participates in the work of staff responsible for the daily services and activities of the Police Department's records management section; plans, organizes, directs and handles the day-to-day operation of the Records center; ensures work quality and adherence to established policies and procedures; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Records Supervisor** is the supervisory classification in which incumbents are responsible for administrative, supervisory and technical duties in leading program level functions within the division. This classification is responsible for the overall assignment and supervision of staff engaged in records management. This classification is distinguished from the next lower classification of Dispatcher II, by the performance of supervisory responsibilities and by the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Police Lieutenant or assigned staff. Exercises direct and indirect supervision over technical and/or office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, organizes, directs and handles day-to-day operations of the Records section; identifies issues, recommends course of action and implements changes as needed; establishes schedules and methods for providing police records services.
- Supervises and participates in the selection, training and evaluation of records staff; provides or coordinates staff training; works with employees to correct deficiencies; prepares personnel evaluation reports; implements discipline procedures.
- Recommends and assists in the implementation of goals and objectives; implements approved policies and procedures.
- Supervises and participates in collecting, indexing, processing, maintaining, retrieving, copying, and distributing technical and confidential law enforcement data and information



including police reports, citations, warrants, protective orders, and subpoenas.

- Applies legal guidelines and standards relating to the maintenance and release of information; approves and disapproves requests for records to the public and government agencies following government codes.
- Administers the records management system; performs updates to the system as necessary; updates and maintains code tables; serves as a liaison for the vendor and department personnel.
- Assists, provides information, and responds to questions and concerns from the general public, departmental staff, and other agencies in person and by telephone; forwards calls to appropriate personnel; takes and provides phone messages; responds to public inquiries for information regarding police reports and other matters; ensures that the release of records follows state, federal, and local laws.
- Develops, implements and maintains programs and procedures to ensure appropriate handling, documenting, and processing of reports; oversees the administration and processing of various programs.
- Creates, updates and completes correspondence, reports, forms and specialized documents from drafts, notes or brief instructions; compiles, reviews and submits monthly reports to various outside agencies to comply with state and federal regulations; orders office supplies for the Department.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using the computer, and acute hearing is required when providing phone, dispatch, and face to face service. The position requires the ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:



Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Records Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in dispatching and records management for emergency services with a law enforcement agency, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of, or ability to obtain, a Records Supervisor Certificate issued by P.O.S.T. within one year of appointment as a Records Supervisor.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of supervision, training and evaluations; civil, criminal, and municipal provisions relating to the various activities of the Police Department; law enforcement, fire, and other operating procedures and functions of the Department as they relate to the records function; policies and procedures governing the release of information under the California Public Records Act; recordkeeping methods; law enforcement property and evidence methods and procedures; Uniform Crime Reporting procedures and mandates; methods and techniques of dealing with the public; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, organize and review work of subordinate employees; supervise, train and evaluate employees; oversee records operations; perform a variety of complex work with speed and accuracy; remain calm under emergency situations; operate specialized law enforcement automated information and records systems; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; analyze operating procedures and policies, and develop and implement revisions; maintain records; make quick decisions directing staff handling non-routine situations; communicate clearly and concisely, both orally and in writing; establish and maintain effective

Records Supervisor |



working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; effectively operate specialized law enforcement automated information and communication systems.

CITY OF ST. HELENA
DISPATCH SUPERVISOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, coordinates, supervises, assigns, reviews and participates in the dispatch of police, fire and/or other City personnel; receives, interprets and codes information; plans, organizes, directs and handles the day-to-day operation of the Dispatch; ensures work quality and adherence to established policies and procedures; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Dispatch Supervisor** is the supervisory classification in which incumbents are responsible for administrative, supervisory and technical duties in leading program level functions within the division. This classification is responsible for the overall assignment and supervision of staff engaged in dispatching. This classification is distinguished from the next lower classification of Dispatcher II, by the performance of supervisory responsibilities and by the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Police Lieutenant or assigned staff. Exercises direct and indirect supervision over technical and/or office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, organizes, directs and handles day-to-day operations of the Dispatch division; identifies issues, recommends course of action and implements changes as needed; establishes schedules and methods for providing emergency dispatch services.
- Supervises and participates in the selection, training and evaluation of dispatch staff; provides or coordinates staff training; works with employees to correct deficiencies; prepares personnel evaluation reports; implements discipline procedures.
- Recommends and assists in the implementation of goals and objectives; implements approved policies and procedures.
- Administers the dispatch system; performs updates to the system as necessary; updates and maintains code tables; serves as a liaison for the vendor and department personnel.

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Dispatch Supervisor |



- Administers and oversees maintenance of the phone system and radio system; administers livescan equipment.
- Serves as the California Law Enforcement Telecommunication System (CLETS) coordinator; processes and responds to all inquiries, validations and requests.
- Develops, implements and maintains programs and procedures to ensure appropriate handling and documenting of calls for service; oversees the administration and processing of various programs.
- Creates, updates and completes correspondence, reports, forms and specialized documents from drafts, notes or brief instructions; compiles, reviews and submits monthly reports to various outside agencies to comply with state and federal regulations; orders office supplies for the Department.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using the computer, and acute hearing is required when providing phone, dispatch, and face to face service. The position requires the ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Dispatch Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in dispatching for emergency services with a law enforcement agency, and equivalent to the completion of the twelfth grade.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Dispatch Supervisor |



Possession of a Public Safety Dispatcher Basic Certificate issued by P.O.S.T.
 Possession of, or ability to obtain, a Supervisor Certificate issued by P.O.S.T. within one year of appointment as a Dispatch Supervisor.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of supervision, training and evaluations; civil, criminal, and municipal provisions relating to the various activities of the Police Department; law enforcement, fire, and other operating procedures and functions of the Department as they relate to the dispatch function; geography of the City and the surrounding environment; legal and procedural techniques and regulations regarding transmission and reception of public safety radio traffic; California Penal and Vehicle codes; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, organize and review work of subordinate employees; supervise, train and evaluate employees; oversee dispatch operations; perform a variety of complex work with speed and accuracy; remain calm under emergency situations; operate specialized law enforcement automated information and communication systems; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; analyze operating procedures and policies, and develop and implement revisions; make quick decisions directing staff handling non-routine situations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; effectively operate specialized law enforcement automated information and communication systems.

CITY OF ST. HELENA
COMMUNITY SERVICES OFFICER

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DEFINITION:

Under general supervision, performs a wide variety of non-sworn technical and clerical law enforcement support services in support of Police Department operations and services including in the areas of property and evidence, gathering, recording, maintaining, retrieving, and distributing law enforcement data and information, entering reports and data into a variety of automated law enforcement records systems, and ensuring that records and information are accurate, clear, and comprehensive for law enforcement personnel and the general public; learns applicable policies, procedures, and work methods associated with assigned duties; and performs related duties as assigned.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Dispatch and Records Supervisor. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Performs a wide variety of non-sworn technical and administrative law enforcement support duties in support of Police Department operations and services.
- Processes, maintains, and discards all property and evidence in accordance with laws, statutes, and department policy.
- Maintains records of the intake and transfer of property and evidence; performs the release and disposal of records.
- Prepares and copies video and CD recordings for officers, other agencies, and the court, as necessary.
- Researches and gathers information from reports, court documents, and the California Law Enforcement Telecommunications System (CLETS), as necessary.
- Processes parking records and citations; performs abandoned vehicle abatement.

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- Orders and maintains inventory of evidence supplies.
- Oversees and responsible for the security and accuracy in the evidence room.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using the computer, and acute hearing is required when providing phone, dispatch, and face to face service. The ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Community Services Officer**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Two years of work experience involving public contact and record keeping and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Civil, criminal, and municipal provisions relating to the various activities of the Police Department; law enforcement, fire, and other operating procedures and functions of the Department as they relate to area of assignment; principles and practices used in collecting, processing, and logging evidence; geography of the City and the surrounding environment; research and report writing techniques; customer service principles and practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing,



spreadsheets, and databases.

Ability to:

Perform a variety of non-sworn law enforcement activities; perform a variety of complex work with speed and accuracy; remain calm under emergency situations; learn to operate specialized law enforcement equipment and systems; work flexible hours including evenings, weekends, and split shifts; learn basic Spanish speaking skills that allow for communication regarding addresses, locations, time descriptions, etc.; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; research and maintain records, logs, and files; respond to requests and inquiries from the general public; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
POLICE OFFICER

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DEFINITION:

Under general supervision, performs tasks and duties related to the protection of public health, safety and welfare, and the enforcement of applicable federal, state and local laws; provides traffic enforcement and control; carries out special assignments in a particular phase of police work; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Officer** is the entry level class responsible for performance of the full scope of assigned law enforcement duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Police Sergeant in that the latter is responsible for performance of the more complex and difficult tasks, as well as the supervision of assigned law enforcement activities.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Police Sergeant or higher ranking position depending upon assignment. May provide direction to support staff and volunteers as required. May provide technical supervision and training if serving in the Field Training Program or as assigned officer in charge.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Patrols assigned areas by car, motorcycle, bicycle or on foot; performs crime suppression and prevention activities; answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances; performs the handling of domestic and wild animals.
- Enforces traffic laws; controls and directs traffic when necessary; performs crowd control, operates hand held and stationary radar devices; assists in crime prevention activities and the control of juvenile delinquency; serves search warrants and subpoenas; administers CPR and first aid in cases of emergency; issues citations and makes arrests; transports, books and is responsible for the care and custody of detained persons; performs

Police Officer |



commercial vehicle enforcement.

- Trains and assists less experienced personnel as assigned; may serve as a Field Training Officer, officer in charge or in a variety of special program areas, including the Special Enforcement Team, traffic safety, K-9, school resource officer, detective, multi-agency task forces and administration.
- Coordinates and conducts complete and detailed investigation of crimes against persons and property; collects, preserves, maintains and processes evidence; takes written statements; prepares required reports and maintains investigative records; serves warrants and subpoenas; testifies in court in connection with prosecution of offenders; contacts and cooperates with other law enforcement agencies as warranted.
- Conducts property and building checks for burglary and other criminal activity; responds to questions, concerns and requests for service from the general public; provides information as appropriate and resolves complaints.
- Logs activity into department's database to accurately reflect activity and status.
- Participates in community policing activity including downtown foot patrol, school visits, organized events, community meetings etc.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

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Police Officer



Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Officer**. A typical way of obtaining the required qualifications is to possess the equivalent to the completion of the twelfth grade. Experience in law enforcement and completion of an Associate's degree with major course work in a related field are desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a Basic Certificate issued by P.O.S.T.

Specialized assignments may require additional P.O.S.T. certifications as necessary.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations and standard operating procedures of a Police Department; applicable federal, state and local laws, codes and regulations; principles of crime prevention and suppression; modern law enforcement methods and procedures, including patrol, crime prevention, traffic control and investigation; technical aspects of law enforcement activities including juvenile programs, record keeping, automated records systems, search and seizure, code violations and care and custody of persons and property; care, maintenance and operation of a variety of law enforcement equipment; methods and techniques of report preparation and writing; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as law enforcement information systems, word processing, spreadsheets, and databases.

Ability to:

Gather, analyze and evaluate facts and evidence and reach sound conclusions; act quickly and calmly in emergency situations; function with a significant degree of independence; learn and apply applicable laws, codes and regulations; meet standards for physical endurance, agility, health and vision; work flexible hours, including weekends and split shifts; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law

Police Officer |



enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA

POLICE CORPORAL

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DEFINITION:

Under direction, serves as Watch Commander for an assigned shift in the absence of a Police Sergeant; assumes responsibility for assigned special programs, projects, or department-wide functions or activities; performs tasks and duties related to the protection of public health, safety and welfare, and the enforcement of applicable federal, state and local laws; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Corporal** is the lead level classification. Employees in this class lead an assigned patrol watch or program unit, and provide leadership for ongoing crime prevention, investigative and administrative activities. This classification is distinguished from the next lower classification of Police Officer by the performance of lead responsibilities and by the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from assigned Police Sergeant. Exercises technical and functional supervision over Police Officers in the absence of a Police Sergeant.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- In addition to performing the full range of duties and responsibilities of a Police Officer, the Police Corporal serves as Watch Commander for an assigned shift in the absence of a Police Sergeant; performs administrative and supervisory duties when serving as acting Watch Commander, including preparing and administering briefings, assigning patrol beats, supervising and directing staff and activities on assigned shift, inspecting equipment including vehicles, approving police reports and arrests, approving employee time sheets, reviewing shift incidents and preparing Watch Commander logs, and writing and issuing press releases.
- Participates in training and evaluating assigned officers; provides training, guidance, and counseling to assigned Police Officers; promotes career development of subordinates.
- In the absence of a Sergeant, serves as incident commander during major or unusual occurrences; establishes field command posts and implements various systems.

Police Corporal |



- Assumes responsibility for special programs, projects, or department-wide functions or activities, as assigned; participates in the planning and supervising of special events in the City; participates in the development, coordination, and supervision of special programs and functions; supervises specialized teams and services; serves as liaison to various civic groups or business organizations; serves on various committees; coordinates activities related to State and Federal grants.
- Participates in coordinating and assigning problem oriented policing activities; identifies crime trends or other problems; develops plans and tactics to be employed to reduce crimes or solve problems.
- Reviews and approves major traffic accident reports, as assigned; coordinates and supervises traffic accident investigation for fatalities, serious injuries, or special types; prepares and review traffic studies; analyzes monthly traffic accident, citation, and other traffic data and determine deployment locations for motorcycle/traffic officers.
- Participates in recruiting and hiring new personnel, as assigned; proctors written, physical agility, and other related tests as needed.
- Develops and coordinates crime prevention and community relations programs; makes oral and audio/visual presentations to community groups; serves as liaison to various community clubs and business organizations.
- Logs activity into department's database to accurately reflect activity and status.
- Participates in community policing activity including downtown foot patrol, school visits, organized events, community meetings etc.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals

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requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Corporal**. A typical way of obtaining the required qualifications is to possess the equivalent of **two** years of increasingly responsible law enforcement experience comparable to that of a Police Officer with the City of St. Helena, and completion of an Associate's degree with major course work in a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of an Intermediate Certificate issued by P.O.S.T.

Possession of, or ability to obtain, a Supervisory Certificate issued by P.O.S.T. is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services and activities of a law enforcement program; modern principles, practices and techniques of police administration, organization and operation; basic methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles of crime prevention and suppression; modern law enforcement methods and procedures, including patrol, crime prevention, traffic control and investigation; technical aspects of law enforcement activities including juvenile programs, record keeping, automated records systems, search and seizure, code violations and care and custody of persons and property; care, maintenance and operation of a variety of law enforcement equipment; methods and techniques of report preparation and writing; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as law enforcement information systems, word processing, spreadsheets, and databases.

Ability to:

Police Corporal |



Plan, organize, and direct the work of subordinate staff; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; gather, analyze and evaluate facts and evidence and reach sound conclusions; act quickly and calmly in emergency situations; function with a significant degree of independence; learn and apply applicable laws, codes and regulations; meet standards for physical endurance, agility, health and vision; work flexible hours, including weekends and split shifts; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA
POLICE SERGEANT

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DEFINITION:

Under direction, coordinates, supervises and participates in the activities and operations of a patrol watch or program unit of the Police Department, including the implementation of departmental policies and procedures; coordinates activities with other divisions, units, watches, City departments, outside agencies, organizations and the public; performs complex and responsible law enforcement and crime prevention supervision and planning; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Sergeant** is the mid-management level classification responsible for administrative, supervisory and technical duties in leading program level functions within the department. Employees in this class command an assigned patrol watch or program unit, and provide leadership for ongoing crime prevention, investigative and administrative activities. This classification is distinguished from the next lower classification of Police Officer by the performance of supervisory responsibilities and by the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Police Lieutenant and/or Chief of Police depending upon assignment. Exercises direct supervision over sworn and non-sworn personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts management responsibility for activities, operations and services of an assigned program area including patrol shifts, training, reserves, task forces, administration and community relations; may supervise and participate in special programs and special assignments such as traffic, detective, general training, Special Enforcement Team, K-9, field training, grant programs, juvenile diversion and departmental recruitment; conducts staff briefings and gives special orders and instructions.
- Works directly with sworn and non-sworn personnel in the interpretation of City and department policies; coordinates activities with other shifts, units, City departments, outside agencies, organizations and the public; monitors work activities to ensure safe work

Sergeant |



practices, quality and accuracy; ensures compliance with applicable policies and procedures.

- Plans, coordinates and reviews the work plan for areas of assigned responsibility; supervises and participates in a wide range of patrol, investigative and other law enforcement activities; receives, prioritizes and coordinates responses to complaints, emergency situations and investigations; supervises and coordinates the allocation of assigned personnel and equipment in response to calls for service, case investigations and administrative issues; spot checks staff work in the field and interviews citizens to see how calls were handled; inspects departmental equipment and ensures that deficiencies are corrected.
- Patrols assigned areas by car, motorcycle, bicycle or on foot; performs crime suppression and prevention activities; answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances; performs and supervises the handling of domestic and wild animals.
- Enforces traffic laws; controls and directs traffic when necessary; performs crowd control, operates hand held and stationary radar devices; assists in crime prevention activities and the control of juvenile delinquency; serves search warrants and subpoenas; administers CPR and first aid in cases of emergency; issues citations and makes arrests; transports, books and is responsible for the care and custody of detained persons.
- Coordinates and conducts complete and detailed investigation of crimes against persons and property; collects, preserves, maintains and processes evidence; takes written statements; prepares required reports and maintains investigative records; serves warrants and subpoenas; testifies in court in connection with prosecution of offenders; conducts property and building checks for burglary and other criminal activity; contacts and cooperates with other law enforcement agencies as warranted.
- Reviews and evaluates work methods and procedures for improving organizational performance; assists in the training and evaluation of department personnel; conducts and participates in investigations involving department personnel; receives and reviews reports from subordinate staff; participates in the preparation and maintenance of reports and records.
- Logs activity into department's database to accurately reflect activity and status.
- Participates in community policing activity including downtown foot patrol, school visits, organized events, community meetings etc.
- Responds to difficult inquiries and complaints; represents the department with other law

Sergeant |



enforcement services and allied agencies, other City departments, schools, civic groups and the public.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Sergeant**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible law enforcement experience comparable to that of a Police Officer with the City of St. Helena, and completion of an Associate's degree with major course work in a related field. Experience in a lead or supervisory capacity is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of an Intermediate Certificate issued by P.O.S.T.

Possession of, or ability to obtain, a Supervisory Certificate issued by P.O.S.T. is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Sergeant |

**Knowledge of:**

Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; principles and practices of program development, administration and evaluation; administrative and technical aspects of crime prevention and law enforcement activities including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated records systems, search and seizure, code violations and care and custody of persons and property; applicable federal, state and local laws, codes and regulations; care, maintenance and operation of a variety of law enforcement equipment; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as law enforcement information systems, word processing, spreadsheets, and databases.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate assigned staff; meet standards for physical endurance, agility, health and vision; act quickly and calmly in emergency situations; work flexible hours, including weekends and split shifts; facilitate group participation and consensus building; apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA
MANAGEMENT ANALYST
SENIOR MANAGEMENT ANALYST

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DEFINITION:

Under general supervision (Management Analyst) or direction (Senior Management Analyst), performs a wide variety of administrative and analytical support duties for an assigned department; participates in assigned administrative processes, procedures and programs; provides information and assistance to the public regarding assigned programs and services; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Management Analyst

The **Management Analyst** is the journey level class in the Management Analyst series. Employees within this class are expected to perform a full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Senior Management Analyst

The **Senior Management Analyst** is the advanced journey level class in which incumbents are expected to perform complex and advanced duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

SUPERVISION RECEIVED/EXERCISED:

Management Analyst

Receives general supervision from assigned Department Head. Incumbents in this classification may exercise technical and functional supervision over assigned staff.

Senior Management Analyst

Receives direction from assigned Department Head. Incumbents in this classification may exercise technical and functional supervision over assigned staff.



ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Participates in assigned administrative support functions including the assigned budget; participates in various specialized department programs.
- Participates in the development and implementation of operational and administrative programs, policies and procedures.
- Participates in the preparation and administration of assigned budget(s); maintains and monitors appropriate budgeting controls. Senior Management Analysts direct the preparation and administration of assigned budget(s) and prepare various financial reports as required.
- Collects, compiles and analyzes information from various sources on a variety of specialized topics related to assigned programs; prepares reports which present and interpret data and identifies alternatives; makes and justifies recommendations.
- Serves as a liaison with public and private organizations, community groups and other related organizations.
- Receives and responds to complaints and questions from the general public relating to assigned area of responsibility; reviews problems and recommends corrective actions; prepares summary reports as required.
- Participates in special projects including research and development of new programs and services, budget analysis and preparation, and feasibility analyses; prepares and presents reports; participates in a variety of Department operations.
- Prepares comprehensive technical records and reports pertaining to assigned area of responsibility, including resolutions and ordinances; conducts research and comprehensive data collection efforts to support analysis.
- Provides training in a variety of areas to department and City staff as required.
- Prepares grants, including writing, investigating, monitoring and reporting of grants.
- Assists in the preparation of ordinances and other supporting program documents; prepares and monitors program contracts and related proposals; monitors compliance with applicable contractual agreements.
- Coordinates activities with other City departments, the public and outside agencies.

WORKING CONDITIONS:



Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Management Analyst/Senior Management Analyst**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Management Analyst

Some administrative and analytical experience, preferably with a local municipality, and a Bachelor's degree from an accredited college or university with major course work in public administration, business administration or a related field.

Senior Management Analyst

Three years of administrative and analytical experience, preferably with a local municipality, and a Bachelor's degree from an accredited college or university with major course work in public administration, business administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of program development; methods of research, program analysis and report preparation; policies and procedures of the assigned department; principles and practices of budget administration; principles of public administration, including personnel management or organizational development; public relations



techniques; principles and procedures of accounting and procurement practices; English usage, spelling, grammar and punctuation; Federal, State and local laws, codes and regulations; perform complex administrative and analytical activities for assigned programs; understand the organization and operation of the assigned department and outside agencies as necessary to assume assigned responsibilities; interpret and apply administrative and departmental policies and procedures; perform responsible and difficult administrative work involving the use of independent judgment and personal initiative; research, analyze, and evaluate programs, policies, and procedures; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; prepare clear and concise reports; independently prepare correspondence and memoranda; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Communicate clearly and concisely, both orally and in writing; maintain mental capacity which allows for effective interaction and communications with others; maintain physical condition appropriate to the performance of assigned duties and responsibilities; prepare, maintain and reconcile various financial, accounting and statistical records; maintain accurate records; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

PUBLIC WORKS ASSISTANT OPERATIONS MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under the overall supervision of the Operations Manager, Public Works Maintenance Manager [or the Assistant Operations Manager] assists in the management the activities and operations of the Public Works Maintenance Division within the Public Works Department including the maintenance of City parks, urban forestry, and tree trimming activities; exercises indirect supervision over subordinate staff and provides technical guidance; performs a wide variety of administrative and managerial duties; manages, oversees, develops, implements, and administers assigned program responsibilities, including the division's safety program, budget preparation, financial management, and invoice review; manages, trains and increases the efficiency of the systems of support such as the human resources working for the organization, IT department, etc.; coordinates recruitment, with Human Resources staff to ensure that the people appointed for the job of operations are well qualified for the job; conducts a variety of research related to assigned programs; coordinates assigned activities with other divisions, departments, and outside agencies; and provides responsible and complex administrative support to the Operations Manager.

DISTINGUISHING CHARACTERISTICS:

The **Assistant Operations Manager** reports to the Operations manager and is expected to be responsible for the overall programs assignment and management of activities engaged in construction, repair, and maintenance of City parks, urban forestry, and tree trimming activities; to participate in assigned processes, procedures and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Operations Manager. Exercises indirect supervision over assigned public works staff, as well as indirect supervision to other subordinate staff within the Public Works Department.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assumes management responsibility for assigned services and activities of the Public

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Works Maintenance Division including scheduling maintenance activities of City parks, urban forestry, and tree trimming activities.

- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
- Plans, coordinates, and reviews the work plan for Corporation Yard staff; with direction from the Operations Manager may assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates division personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Oversees and participates in long range planning for Corporation Yard activities.
- With possession of the appropriate certification may serve as the City Arborist; supervises and participates in an urban forestry management program designed to optimize the health, beauty and safety of parkway trees for the public through proper planning, planting, maintenance and care.
- In the capacity of the City Arborist may supervises the care and maintenance of trees, floral plants, grass, and landscaping; coordinates maintenance and grounds keeping functions with appropriate City departments and staff.
- Inspects work sites before, during and after completion to assure work is completed in a satisfactory and thorough manner; ensures the adherence to safe work practices by field maintenance personnel.
- Serves as liaison for the Public Works Corporation Yard with other City departments, divisions and outside agencies. coordinates division activities with other City departments, outside agencies, contractors, and utilities.
- Ensures division operates in compliance with rules, regulations and policies; prepares reports and maintains records as required.
- Oversees and analyzes the preparation and administration of the annual operating budget for the assigned division.
- Prepares evaluations and recommends promotions and disciplinary action to the Public Works Director/City Engineer.
- Provides responsible staff assistance to the Operations Manager and Public Works Director/City Engineer; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Public Works programs, policies, and



procedures as appropriate.

- Responds to and resolve difficult and sensitive citizen inquiries and complaints.
- Conducts studies of organizational, administrative and operational issues; reviews and analyzes processes, procedures and work methods; analyzes legislation; develops funding proposals, policy alternatives and strategies; prepares and presents reports and recommendations; demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties.
- Responsible for preparing the annual budget of the organization so that it can be assessed at the end of the financial year if the expenses exceeded the budget or not.
- Responsible for recruitment of staff who can carry out the operations work properly and ensures that all the new recruits know their work responsibilities properly.
- Responsible for overseeing all the financial matters, planning and making long term strategies for the operations of the City.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires near and far vision when inspecting work and operating assigned equipment. The ability to lift, carry and push tools, equipment and supplies weighing 25 pounds or more. Additionally, this position works outdoors in all weather conditions, including wet, hot and cold. The individual may use cleaning and lubricating chemicals, pesticides or herbicides which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the individual to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

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Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Public Works **Assistant Operations Manager**. An example of obtaining the required qualifications is to possess five years of experience in municipal public works construction and maintenance work, including two years in a supervisory or lead capacity; and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license and one or more of the following:

Possession of an Arborist Certificate.

Possession of a Playground Inspection Certificate is highly desirable.

Possession of a Pesticide Certificate is highly desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Advanced principles, practices and methods of public works maintenance, supervision, program development and administration; operating characteristics and safety requirements for operation of trucks, construction vehicles and other heavy and light equipment; defensive driving; facility condition assessment and reporting; plan review for determining impact on maintenance activities and maintenance cost; public administration policies and procedures; structure and organization of public sector agencies; principles and practices of public personnel administration; budget development and implementation; principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the management of the Public Works Maintenance Division including City parks, urban forestry, and tree trimming activities; select, supervise, train, and evaluate staff; estimate costs and carry out work programs; read and interpret engineering plans and specifications; prepare, organize, and maintain inspection field and office data, and reports; organize multiple projects; perform required mathematical computations; consult effectively with management, staff and the public; serve as a liaison between various public agencies; develop and



administer a budget; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; respond to and resolve complaints; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of maintenance and construction equipment, tools and materials.

CITY OF ST. HELENA

SENIOR PLANNER

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DEFINITION:

Under direction, performs professional land use and urban planning work, including current and advance planning, and assisting in the City's General Plan; reviews complex zoning and development applications; presents projects to the Planning Commission; coordinates special projects; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Senior Planner** is the advanced journey level classification in the professional planning series in which incumbents are expected to independently perform responsible administrative and professional planning work. This classification provides supervision to assigned staff engaged in performing duties in the research, compilation, analysis, and reporting of planning data. Incumbents handle highly complex and critical planning assignments and prepare planning reports, studies and recommendations. This classification is distinguished from the next higher classification of Planning & Building Director in that the latter is responsible for overall management of the Planning Division, Building Division, and serves as the City's Housing Director.

General Plan Update: The Senior Planner assists in coordinating the City's General Plan Update and Housing Element Update processes and with community meetings.

Current Planning Projects: The Senior Planner processes complex current planning applications including California Environmental Quality Act (CEQA) review and compliance. This position is expected to attend all Planning Commission meetings and City Council meetings as needed.

The Senior Planner works with the public, homeowners, developers and consultants. This position fills in for the Planning & Building Director as needed and assists in supervising other planning staff.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Planning & Building Director. Provides supervision to assigned staff and contract consulting personnel.



ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, organizes and conducts research studies; prepares reports and recommendations regarding land use, zoning regulations, urban design, population trends, transportation, community needs and housing; prepares environmental documents in compliance with CEQA; recommends the use of land for residential, commercial, industrial and community uses.
- Maintains, updates and analyzes data required for community planning; participates in the review, development, revision and maintenance of general plan elements, environmental impact reports, plans, ordinances and other policies and procedures.
- Reviews and processes various plans and applications for subdivision, housing and commercial developments; reviews and processes variances, use permits, business licenses and Alcoholic Beverage Control licenses; determines conformity with laws, regulations, policies and procedures; recommends approval; identifies problems and analyzes alternatives; conducts project site checks.
- Provides information and assistance to developers, property owners and the public regarding laws, regulations, standards, policies and procedures related to the submission of plans, processing of applications and implementation requirements; investigates and responds to complaints of zoning code violations; performs site inspections; communicates and coordinates with other City departments and outside agencies; coordinates the development review process on public and private projects.
- Coordinates the preparation of meeting agendas for various commissions, boards and community groups, including reviewing draft materials and preparing comments; organizes meetings and work sessions ensuring timely notification of appropriate parties; makes presentations and prepares material for the City Council, commissions, boards and community groups.
- Works with the Building Division to review building permit applications for compliance with zoning regulations.
- Coordinates the City's Short-Term Rental (STR) program, including maintaining the waiting list, vetting new applicants, assisting new applicants with the application process, answering questions from the public regarding rules and regulations, and administering renewals to current permit holders.
- Performs a wide range of staff assignments for the Planning Commission; may provide work coordination and project direction for other planning personnel and contract consultants.
- Provides technical support for the City's growth management system, RHNA compliance and general housing data collection and reporting.

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Senior Planner |



- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, city management, staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior Planner**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of professional planning experience, including two years at the Associate level or higher, and a Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning or a related field. General Plan experience and/or a Master's degree in urban planning, regional planning or a related field is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of an American Institute of Certified Planners (AICP) certification is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of current and advanced planning; land use, physical design, demographic, environmental, economic and social concepts as applied to municipal planning; statistical methods and research techniques applicable

Senior Planner |



to the preparation of municipal planning studies; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including the City Municipal Code, CEQA and California laws relating to subdivisions, annexations, zoning and land use; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; principles and practices of consensus building; growth management systems and policies; principles and practices of RHNA compliance; general housing regulations, including data management and reporting; office procedures, methods, and equipment including computers and applicable software applications such as GIS, agenda management, permit tracking, word processing, spreadsheets, and databases.

Ability to:

Apply policies, procedures and standards pertaining to the municipal planning process; interpret maps, site and building plans and specifications, graphs and statistical data; attend evening meetings as required; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; exercise organization and balance a multi-project work load; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate graphic and presentation programs; demonstrate writing, public speaking and problem-solving.



CITY OF ST. HELENA

OPERATIONS MANAGER

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DEFINITION:

Under general direction of the Public Works Director/City Engineer, The Operations Manager manages operation services of the water distribution and system maintenance, sewer, streets, garage, facilities, parks and public works support services. Exercises direct supervision over supervisory operations personnel, as well as professional, technical and support staff of operations. With the support of the Assistant Operations Manager performs a wide variety of professional, administrative, human resources, analytical and management support within assigned program areas; develops, implements and administers assigned program responsibilities, including budget preparation, financial management, reviews and processes invoices, conducts research; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Operations Manager** is a mid-manager within City administration who reports to the Director of Public Works and is expected to independently perform the full scope of administrative, analytical and management duties for operations; to participate in assigned administrative processes, procedures and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Supervision received/exercised: Receives direction from Director of Public Works. Exercises direct supervision of maintenance crews and Assistant Operations Manager and indirect supervision over technical and office support staff.

ESSENTIAL FUNCTIONS:

- Plans, supervises, and directs the programs, projects, operations activities of the Public Works Department.
- Provides direction and input to the Assistant Operations Manager for the proper organization and staffing of the public works operations.
- Works with the Director of Public Works and Assistant Operations Manager in the establishment of department goals, strategies and priorities; develops and manages re-engineering and continuous improvement processes.



- Receives administrative support to activities relating to the effective utilization of programs, projects, personnel, resources, facilities and equipment.
- Advises and make recommendations to the Public Works Director on matters related to public works operation matters.
- Directly and/or through subordinates assigns work and provides direction to staff, evaluates staff performances, ensures desired staff performance levels are maintained, and participates in processing personnel actions.
- Ensures department operates in compliance with rules, regulations and policies.
- Provide leadership and uses appropriate coaching, supervisory, and evaluation techniques to facilitate continuous improvement and employee development.
- Oversees the preparation and administration of the department's annual operation and capital improvement budget.
- Manages the preparation and maintenance of variety of technical and administrative reports, correspondence, and document related to public works operations.
- Manages selection, training and evaluation of personnel; established and monitors employee performance objectives; responsible for performance management of the public works operations.
- Advises and assists department supervisors and employees in a variety of human resource matters, including interpretation and application of personnel rules, administrative policies, memoranda of understandings, and the processing of employee grievances; assists with activities such as job classification and compensation plan, group benefits, recruitment, selection and employee records.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence and statistical data and using a computer. Acute hearing is required when providing phone and personal service, and speech sufficient to communicate in group settings without the aid of a microphone. The need to lift, drag and



push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Operations Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience providing executive clerical support or management of complex records and a high school diploma or equivalent. A Bachelor's degree from an accredited college or university with major course work in public administration, engineering, business administration or a related field is desirable.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license and one or more of the following:

Possession of a Grade 3 Collections System Maintenance certificate from the California Water Environment Association within one year of employment.

Possession of a Grade D3 Water Distribution Operator certificate from the California State Water Resources Control Board within one year of employment.

Possession of a Grade T2 certificate as a Water Treatment Plant Operator from the California State Water Resources Control Board.

A Cross-Connection Control Specialist certificate.

Possession of a valid certificate of registration as a Civil Engineer, issues by the California State Board of Registration for Civil and Professional Engineers.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and methods of public works operations management, program development and administration including areas including building maintenance, fleet services, and public works (streets and parks) maintenance functions and program areas. Modern principals of administrative and organizational analysis; public administration policies and procedures; principles of grant proposal writing and



administration; research and reporting methods, techniques and procedures; principles of mathematics and statistical analysis; structure and organization of public sector agencies; principles and practices of public personnel administration, budget development and implementation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Oversee and participate in the management of multiple sections, work groups, and/or service areas within a comprehensive public works maintenance division. Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff. Manage the development and administration of goals, objectives, and procedures for assigned areas of responsibility. Analyze financial, budgetary, administrative, operational and organizational problems; consult effectively with management, staff and the public; serve as a liaison between various public agencies; develop and administer a budget; prepare clear and concise administrative documents and reports; analyze, interpret, summarize and present a variety of fiscal, statistical and administrative reports in an effective manner; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing, spreadsheet and other software applications.

CITY OF ST. HELENA
POLICE LIEUTENANT

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DEFINITION:

Under general direction, serves as a member of the department's management team and fills as the Acting Chief of Police as needed; administers, directs and reviews the work of sworn and non-sworn personnel; performs law enforcement and support activities in the Police Department; supervises, oversees and directs daily patrol activities of the Police Department, exercising broad discretion and possessing technical and practical abilities in management and leadership; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Lieutenant** is the management level classification with accountability for daily police activities; This classification is responsible for overseeing the development of Department policy and procedures and the attainment of department values, mission and goals. The position personally participates in the more difficult police and investigative work and instructs subordinate officers in investigative methods to be followed. Work is performed in accordance with department policies, procedures, and general orders received from the Chief of Police. This classification performs work having department-wide impact and/or handles special projects.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Chief of Police. Exercises supervision over Police Sergeants, Dispatch Supervisor, and other sworn and non-sworn personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Administers, directs and reviews the work of sworn and non-sworn personnel; prepares, contributes to and approves annual employee evaluation reports; mentors subordinates and serves as a role model for the department core values; participates in the recruitment and hiring process.
- Works towards the improvement of police-community relations to solve identifiable problems; coordinates problem-solving efforts with civic groups, private enterprise and other city, state and federal agencies.

Police Lieutenant |



- Plans the utilization of personnel to meet normal and emergency conditions; staffs, schedules and approves leave requests.
- Markets and develops team policing and team building strategies.
- Serves as the Department's training manager and is responsible for ensuring state and federal training requirements are met; identifies training needs and assists in the development and delivery of training programs according to the needs of personnel and the Police Department.
- Participates in the investigation of citizen complaints and policy violations against department personnel; recommends and implements discipline, as needed; conducts periodic inspections of officers during their tour of duty.
- Reviews administrative and operational reports for accuracy and conformance with policies, procedures and laws; reads, interprets and disseminates information contained in rules and procedures, police bulletins, staff reports, budget documents and new laws.
- Develops major event and tactical planning; makes oral presentations.
- Participates in special programs with citizens groups, students, community organizations and City Council; develops and implements special projects.
- Prepares and supervises the preparation of necessary records and reports relating to activities undertaken and reviews reports prepared and submitted by subordinates; conducts research and analysis for staff reports.
- Logs activity into department's database to accurately reflect activity and status.
- Participates in community policing activity including downtown foot patrol, school visits, organized events, community meetings etc.
- Responds to calls for services as needed, including during off hours.
- Oversees the investigation of crimes; responds to and provides necessary coordination and direction at major incidents; conducts internal affairs and background investigations; testifies in court and at departmental hearings.
- Serves as the acting Chief of Police as needed.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

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Police Lieutenant |



Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to bloodborne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Police Lieutenant**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of increasingly responsible law enforcement experience comparable to that of a Police Sergeant with the city of St. Helena (candidates must be off-probation as a Police Sergeant at the time of application), and completion of an Associate's degree with major course work in a related field or completion of 60 college or university semester units or 90 quarter units. A Bachelor's degree in a related field is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license

Possession of an Advanced Certificate issued by P.O.S.T.

Possession of a Supervisory Certificate issued by P.O.S.T.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of police administration, organization and operation; functions and objectives of federal, state and local law enforcement agencies; departmental policies and procedures; theory and practice of community-oriented policing; techniques used in problem solving policing; patrol, crime



prevention, traffic enforcement, investigation and identification; Modern methods of management in a police department, including problem solving and principals and techniques of organizational effectiveness; principles of effective supervision and training, budget and personnel management; recent court decisions and how they affect department operations; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Analyze complex issues and develop and implement appropriate responses; plan, direct, manage and coordinate the work of personnel and oversee problem solving efforts; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop effective team strategies; work effectively in physically, psychologically and emotionally stressful situations; effectively manage emergency or life threatening situations; act quickly and calmly in emergency situations; properly interpret and make decisions in accordance with laws, regulations and policies; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; provide resourcefulness in all facets of modern and progressive law enforcement management; coach, motivate and lead employees; operate police vehicles in a safe and appropriate manner; meet standards for physical endurance, agility, health and vision; maintain firearm proficiency levels; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA
POLICE COMMANDER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general direction, directs, manages, supervises, and coordinates assigned law enforcement services, activities, and operations within the Police Department; administers, directs and reviews the work of sworn and non-sworn personnel; performs law enforcement and support activities in the Police Department; manages, oversees and directs daily patrol activities of the Police Department, exercising broad discretion and possessing technical and practical abilities in management and leadership; coordinates assigned activities with other divisions, departments, and outside agencies; serves as Chief of Police as needed; and to provides highly responsible and complex administrative support to the Chief of Police.

DISTINGUISHING CHARACTERISTICS:

The **Police Commander** is the management level classification with accountability for daily police activities; this classification is responsible for overseeing the development of Department policy and procedures and the attainment of department values, mission and goals. The position personally participates in the more difficult police and investigative work and instructs subordinate officers in investigative methods to be followed. Work is performed in accordance with department policies, procedures, and general orders received from the Chief of Police. This classification performs work having department-wide impact and/or handles special projects.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Chief of Police. Exercises supervision over Police Sergeants, Dispatch Supervisor, and other sworn and non-sworn personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assumes management responsibility for assigned law enforcement operations, services, and activities within the Police Department; manages the day to day law enforcement operations and activities including patrol, investigations, communications, and police records functions.

Police Commander |



- Manages and participates in the development and implementation of goals, objectives, general orders, and policies for assigned operations and programs; ensures conformity to current law; recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Plans, directs, coordinates, and reviews the work plan providing for police services and operations; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Participates in selecting, training, motivating, and evaluating assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Assists the Chief of Police in the development and administration of the assigned budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Serves as the Department's training manager and is responsible for ensuring state and federal training requirements are met; identifies training needs and assists in the development and delivery of training programs according to the needs of personnel and the Police Department.
- Oversees the investigation of crimes; responds to and provides necessary coordination and direction at major incidents; conducts internal affairs and background investigations; testifies in court and at departmental hearings.
- Reviews administrative and operational reports for accuracy and conformance with policies, procedures and laws; reads, interprets and disseminates information contained in rules and procedures, police bulletins, staff reports, budget documents and new laws.
- Develops major event and tactical planning; makes oral presentations.
- Participates in special programs with citizens groups, students, community organizations and City Council; develops and implements special projects.
- Prepares and supervises the preparation of necessary records and reports relating to activities undertaken and reviews reports prepared and submitted by subordinates; conducts research and analysis for staff reports.
- Oversees the investigation of crimes; responds to and provides necessary coordination and direction at major incidents; conducts internal affairs and background investigations; testifies in court and at departmental hearings.

Police Commander |



- Responds to and resolve difficult and sensitive citizen inquiries and complaints; manages and investigates all citizen complaints against employees; prepares reports and maintains administrative files; makes recommendations for disciplinary actions.
- Serves as the liaison for the assigned functions with other divisions, departments, and outside agencies; participates with community relations including public, media, and press relations.
- Provides responsible staff assistance to the Chief of Police; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to programs, policies, and procedures as appropriate; prepares and presents staff reports and other necessary correspondence.
- Logs activity into department's database to accurately reflect activity and status.
- Participates in community policing activity including downtown foot patrol, school visits, organized events, community meetings etc.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of law enforcement.
- Responds on and off duty to all major incidents in the City.
- Serves as the acting Chief of Police as needed.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to bloodborne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Adopted December 10, 2019

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Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Police Commander**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible law enforcement experience comparable to that of Police Lieutenant with the City of St. Helena, and and completion of an Associate's degree with major course work in a related field or completion of 60 college or university semester units or 90 quarter units. A Bachelor's degree in a related field is desirable.

After successful completion of 3 years in the position of Lieutenant for the City of St. Helena Police Department the Chief may appoint a Lieutenant to the position of Commander.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a P.O.S.T Management Certificate.

Must complete the Becoming a Police Chief - Developing a Mindset for Success and Service or equivalent.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of police administration, organization and operation; functions and objectives of federal, state and local law enforcement agencies; departmental policies and procedures; theory and practice of community-oriented policing; techniques used in problem solving policing; patrol, crime prevention, traffic enforcement, investigation and identification; modern methods of management in a police department, including problem solving and principals and techniques of organizational effectiveness; principles of effective supervision and training, budget and personnel management; recent court decisions and how they affect department operations; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

**Ability to:**

Oversee and participate in the management of a comprehensive law enforcement program; analyze complex issues and develop and implement appropriate responses; plan, direct, manage and coordinate the work of personnel and oversee problem solving efforts; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop effective team strategies; work effectively in physically, psychologically and emotionally stressful situations; effectively manage emergency or life threatening situations; act quickly and calmly in emergency situations; properly interpret and make decisions in accordance with laws, regulations and policies; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; provide resourcefulness in all facets of modern and progressive law enforcement management; coach, motivate and lead employees; operate police vehicles in a safe and appropriate manner; meet standards for physical endurance, agility, health and vision; maintain firearm proficiency levels; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA
CHIEF BUILDING OFFICIAL

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DEFINITION:

Under general direction, performs a variety of supervisory, administrative and technical work in the areas of building inspection, plan review, fire prevention planning, permit processing, code enforcement and compliance activities; plans, organizes, supervises, reviews and participates in the work of technical and office support staff; coordinates activities with other City departments and divisions and outside agencies and organizations; develops and implements programs and procedures within the Building Division; enforces applicable sections of Chapters 4, 4B, and SA of the City Code, and others as specifically referenced; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Chief Building Official** is a division manager within the Planning Department, and exercises full responsibility for planning, organizing and directing the work activities of Building Division staff. This classification is distinguished from the next higher classification of Planning & Building Director in that the latter is responsible for the overall management and administration of the Planning Division, Building Division, and serves as the City's Housing Director.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Planning & Building Director. Exercises direct and indirect supervision over technical and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Reviews plans and specifications for commercial, industrial and residential sites; ensures compliance with applicable laws, ordinances and codes, including building, plumbing, mechanical, electrical, fire safety and energy codes, and municipal codes to ensure the health, safety and welfare of the public; keeps informed of changes and new legislation pertaining to building codes and related regulations; reviews codes published by the State for adoption, recommends amendments to those codes based on local conditions and submits recommendations to the City Council for adoption and inclusion in the City Code, Chapters 4, 4B, and 5; issues standard construction and occupancy permits and approves



final inspection certifications.

- Performs and/or coordinates the review of plans and specifications to ensure compliance with building standards and codes; monitors the work of consulting engineers and others in the plan review process.
- Conducts periodic field inspections before and during construction, remodeling or repair; ensures compliance with building and related codes and regulations; checks the safety of construction and installation practices; inspects the quality of materials and methods of construction for footings and foundations, excavations, wood framing, concrete work, steel erection, lathing, plastering, tile work, masonry, electrical, plumbing and other construction work; makes final inspections to clear permits.
- Interprets codes and regulations; explains required inspections and construction requirements to owners, architects, engineers, contractors and the public; advises owners on matters related to building permits; investigates and resolves building and related complaints; maintains records and files of inspections made and actions taken.
- Assists the Fire Marshal with field inspections to check for fire code and zoning compliance; conducts inspections of existing buildings to determine hazardous conditions; looks for construction or alterations being performed without proper building permits.
- Assists the Fire Marshall in implementing the City's Annual Fire Inspection Program; performs inspections of schools for compliance with Title 19 and California Fire Code.
- Accepts management responsibility for activities, operations and services of the Building Division; directs, coordinates, reviews and participates in the work of technical employees to ensure that codes are properly enforced with uniformity, equity and safety; provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement; monitors plan check flow; coordinates activities with other divisions, City departments, outside agencies and organizations.
- Supervises and participates in the development, implementation and maintenance of division goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting division goals; ensures goals are achieved.
- Coordinates the selection, orientation, training and evaluation programs for assigned personnel; provides and coordinates staff training; ensures ongoing review of codes and methods for subordinates; provides positive motivation for employee performance;

Chief Building Official |



identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of staff to ensure compliance with applicable federal, state and local laws, codes and regulations.

- Oversees and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved division budget; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Provides technical and professional advice; proposes and presents fee updates, code updates and amendments to City codes and ordinances; prepares and coordinates reports and presentations on current building issues for City Council, community groups and regulatory agencies; develops and maintains records, statistics and reports on construction activity.
- Monitors and keeps informed of current trends in the field of building inspection and code enforcement, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly.
- Maintains and ensures compliance with the Seismic Hazard Mitigation Program for the City, including processing reimbursements, monitoring special inspections and structural observations of retrofits.
- Responds to the most complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the division with other City departments, other agencies, civic groups and the public; establishes and maintains a customer service orientation within the division.
- Coordinates and manages code enforcement activities as assigned and directed, with specific attention to building code violations.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making

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repetitive hand movement in the performance of daily activities. The position also requires near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and personal service. The position requires the need to lift, carry, pull and push tools, supplies and other equipment weighing 25 pounds or more. Additionally, this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Chief Building Official**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of increasingly responsible experience equivalent to that of a Combination Building Inspector, and completion of an Associate's degree with major course work in engineering, construction, architecture or a related field. Additional qualifying work experience may be substituted for education on a year for year basis.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of an I.C.B.O. Combination Building Inspector certificate issued by the International Code Council.

Possession of a Certified Building Official certificate issued by the International Code Council.

Possession of a Safety Assessment Program certificate issued by California Office of Emergency Services (Cal OES).

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and methods used in various building construction areas, including structural, plumbing, electrical and mechanical; principles and practices of



plan review; principles and practices of program and budget development, administration and evaluation; operational characteristics and use of standard equipment used in building inspection and the building trades; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including laws, ordinances and codes related to building construction and zoning; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; read, interpret and review complex plans and specifications to ensure compliance with building standards; analyze complex building inspection and code enforcement issues; maintain I.C.B.O. certification through continuing education programs; attend evening meetings as required; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Safely and effectively operate tools and equipment used in building inspection; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate permit tracking software.

CITY OF ST. HELENA

ASSISTANT PUBLIC WORKS DIRECTOR

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DEFINITION:

Under general direction, assists in planning, directing, managing, and overseeing the activities and operations of the Public Works Department; serves as Public Works Director in their absence; directs, manages, supervises and coordinates assigned activities and operations of the Public Works Department including water treatment, production, and distribution, wastewater treatment, sewer collection, and streets and building maintenance; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director/City Engineer.

DISTINGUISHING CHARACTERISTICS:

The **Assistant Public Works Director** reports to the Public Works Director/City Engineer and is responsible for establishing, interpreting and carrying out overall departmental policies. This position functions as the chief assistant and is responsible for program supervision and coordination; differs from Supervisor, Manager, or Chief positions in that those position are responsible for only a major component, program or division within the Department (water treatment, production, and distribution, wastewater treatment, sewer collection, parks, streets and building maintenance sections.) This classification is distinguished from the next higher classification of Public Works Director/City Engineer in that the latter is responsible for the overall management of the Public Works Department and reports to the City Manager.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from Public Works Director/City Engineer. Responsibilities include direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*



- Assists the Public Works Director/City Engineer in planning, directing, managing, and overseeing the activities and operations of the Public Works Department; directs and oversees the work of assigned functions of the department including water treatment, production and distribution, wastewater treatment, sewer collection, parks, streets and building maintenance; assists in long range planning for the assigned divisions.
- Prepare and review a variety of plans; develop and implement departmental capital improvements program and budget; direct the preparation of plans, specifications, cost estimates and contract documents; oversee the administration of contracts; visit construction sites to ensure conformance of construction plans or to identify design elements; review and approve payments and billings for contract services.
- Participates in managing the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
- Participates in establishing appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Participates in the selection, training, motivation, and evaluation of assigned personnel; provides or coordinates staff training including identifying training and certification requirements and ensuring staff compliance.; works with employees to correct deficiencies; participates in the implementation of discipline and termination procedures.
- Participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Serves as expert and point of contact for regulatory and enforcement matters with local, state, and federal agencies.
- Ensures that all components of certification, permits, and regulatory orders related to water production and wastewater collection are met.
- Reviews and analyzes regulations, proposed regulations, and legal requirements that have the potential to affect operations; advises the Public Works Director/City Engineer of conflicts and recommended changes.



- Communicates new regulations and compliance requirements to key operations staff and ensures their full understanding.
- Ensures timely reporting for all water, wastewater, and storm water compliance; develops and implements programs to ensure compliance with OSHA safety regulations.
- Works with superintendents to prepare/implement asset management programs, work planning, and ensures appropriate maintenance of capital facilities.
- Inspects work sites before, during and after completion to assure work is completed in a satisfactory and thorough manner; ensures the adherence to safe work practices by field maintenance personnel.
- Serves as the liaison for assigned divisions with other divisions, departments, and outside agencies; negotiates and resolves sensitive and controversial issues.
- Provides responsible staff assistance to the Public Works Director/City Engineer; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Public Works programs, policies, and procedures as appropriate.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Establishes position working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and data analysis using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence and statistical data and using a computer. Acute hearing is required when providing phone and personal service, and speech sufficient to communicate in group settings without the aid of a microphone. The position requires the ability to lift, drag and push files, paper, and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*



Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an Assistant Public Works Director. An example of obtaining the required qualifications is to possess five years of increasingly responsible experience in water related utility operations, water/wastewater compliance experience, public works, or a related field including three years of administrative and supervisory responsibility; and a Bachelor's degree in public administration, environmental engineering or civil engineering, water resources, environmental science, or related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license and one or more of the following:

Possession of a valid certificate of registration as a Civil Engineer, issues by the California State Board of Registration for Civil and Professional Engineers (highly desired).

Possession of a California Wastewater Treatment Plant Operator Grade III certificate.

Possession of a California Water Treatment Plant Operator Grade III certificate is required within one year after employment.

Should we include Water Distribution Certificate? Tree Arborist?

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operational characteristics, services, and activities of a comprehensive public works maintenance and operations program including water treatment, production and distribution, wastewater treatment, sewer collection, parks, streets and building maintenance; principles and practices of program development and administration and capital projects; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; modern methods, tools, equipment, materials, and work practices utilized in public works maintenance and operations service areas; types and level of maintenance and repair activities generally performed in a public works maintenance and operations division; modern methods of water and wastewater distribution, collection, and treatment; local, state, and federal regulations and requirements for water and



wastewater operations; occupational hazards and safety precautions; permitting procedures for water and wastewater treatment; principals of administrative and organizational analysis; public administration policies and procedures; principles of grant proposal writing and administration; research and reporting methods, techniques, and procedures; principles of mathematics and statistical analysis; structure and organization of public sector agencies; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the management of a comprehensive public works maintenance and operations division including water treatment, production and distribution, wastewater treatment, sewer collection, parks, streets and building maintenance; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; manage the development and administration of goals, objectives, and procedures for assigned areas of responsibility; gather and compile technical data and write and present clear and persuasive reports; develop and implement plans and programs to provide needed training to staff; analyze financial, budgetary, administrative, operational, and organizational problems; consult effectively with management, staff, and the public; serve as a liaison between various public agencies; develop and administer a budget; prepare clear and concise administrative documents and reports; analyze, interpret, summarize, and present a variety of fiscal, statistical, and administrative reports in an effective manner; perform mathematical calculations quickly and accurately; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
FINANCE MANAGER

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DEFINITION:

Under administrative direction, manages and oversees the overall daily operations and services of the Finance Department; develops and implements organizational strategies and policies; plans the use of materials and manages the Finance department staff; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Finance Manager** is the mid-management level class which oversees all functions and operations of the Finance Department and is responsible for originating, carrying out, reviewing, interpreting and coordinating policies in the administration of a diversified accounting, investment and information services operation. This classification is distinguished from the next higher classification of Director of Finance in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Finance Director. Exercises technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Works to improve processes and policies, manages staff and plays a role in long-term departmental planning; reviews operating costs and suggests cost saving measures.
- Coordinates and participates in the preparation and analysis of various financial statements, schedules, and reports; develops formats for the preparation of financial reports of the City and its agencies; ensures financial statements are prepared on a timely basis in accordance with GAAP and GASB, and related governmental accounting regulations; assists in the preparation of the Quarterly Financial report.
- Reviews bi-weekly payroll, maintains payroll records and oversees the preparation of year end payroll reports.
- Participates in the preparation of the City's annual budget, strategic plans, and a variety of



financial reports and statements; assists in the preparation of long-range analysis and cost studies of revenues, expenditures, and bond issue requirements.

- Prepares analytical financial and statistical reports and monitors budget results compared to actual expenditures for operations of the departments to ensure a continuing cost control effort and responsible management of City resources.
- Assists in administering all Finance Department activities, including general ledger maintenance, account reconciliation, accounts receivable, accounts payable, utility billing, and payroll processing;
- Oversees the maintenance and operation of financial software; serves as liaison to staff and other departments regarding financial software system applications; assists with finance information systems projects as needed; analyzes, recommends, and assists in installing new or modified fiscal and management systems, forms, procedures, and other financial and accounting matters.
- Carries out supervisory responsibility in accordance with City policies, procedures, and applicable law; works with the Finance Director to develop department goals, objectives, and systems and in the overall management of staff, including selection, training, development, motivation, supervision, discipline and evaluation.
- Serves as the City liaison to external agencies for funded projects; performs City grant preparation, tracking/reporting, and administration.
- Serves as back-up to Finance Director for the review and approval of invoices and checks for payment; acts in the absence of the Finance Director.
- Attends City Council, committee meetings, and other various meetings as needed.
- Performs work on special projects as assigned.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents.



Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds. This position may occasionally work evening hours to attend meetings.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Finance Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of experience performing increasingly responsible Finance services, including governmental budgeting, accounting or financial management, and a Bachelor's degree from an accredited college or university with major course work in accounting, business administration, finance or a related field. A Master's degree in a related field is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles and practices of budget administration; principles and practices of general, fund, cost and governmental accounting; principles and practices of auditing and financial control; accounting and procurement practices; research techniques, sources of financial information, and methods of report presentation; applicable federal, state, and local laws, codes and regulations pertaining to the financial operations of a municipal government; municipal government operations, including policies and procedures of the Finance Department; principles and practices of public administration, including personnel management and organizational development; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Analyze and interpret financial statements and accounting records and reports; analyze and prepare budgets; prepare clear, concise and complete financial statements and reports; develop and maintain accounting and control procedures; analyze data and

Finance Manager |



build forecasting models; plan and evaluate the work of assigned staff; analyze, evaluate and reconcile complex financial data, arrive at accurate conclusions and provide recommendations; recommend improvements to accounting methods and procedures; interpret complex financial rules, regulations and ordinances; make sound, independent judgements within established guidelines; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
ASSISTANT TO THE CITY MANAGER

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DEFINITION:

Under direction of the City Manager, performs a wide variety of highly responsible, complex, and diverse advanced level professional duties involved in providing administrative, analytical, and technical support to the City Manager's Office; plans, coordinates, and participates in various program and administrative operations and activities including those having a City-wide impact; serves as liaison between the City Manager's Office and the general public, City staff, appointed boards and committees, community organizations, and other governmental agencies seeking interaction with the City Manager and/or City Council; coordinates assigned activities with City departments, outside agencies, and the general public; and provides information and assistance to internal and external customers regarding assigned programs and services.

DISTINGUISHING CHARACTERISTICS:

This **Assistant to the City Manager** is distinguished from other City job classifications in that incumbents work as a member of the City Manager's Staff, performing complex and sensitive administrative (and confidential) work on programs with citywide implications. Incumbents assigned to a particular program area have considerable latitude for program administration, icy and procedure development and exercise independent judgment, particularly when representing the City with other agencies, boards and commissions, and community groups. Persons appointed to the Assistant to the City Manager classification are At-Will positions that are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), exempt from the City's Personnel System Rules and are Designated Management positions.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the City Manager. May exercise technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Conducts complex and sensitive administrative, operational, and management analyses, studies, and research projects including those involving City-wide issues, programs, policies, and procedures; selects, adapts, and applies appropriate research and statistical

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techniques; gathers and analyzes data and information from various sources on a variety of specialized topics.

- Coordinates assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; assists in the installation of new programs and procedures; develops new and revised programs, systems, procedures, and methods of operation and advises and recommends change and improvements.
- Performs a wide variety of complex and responsible administrative and professional duties for the City Manager and City Council; relieves assigned staff and elected officials of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
- Serves as staff liaison, participates on, and provides staff support to a variety of committees; completes specific objects; prepares and presents staff reports and other correspondence as appropriate and necessary.
- Responds to and resolves difficult and sensitive complaints and inquiries with political sensitivity; provides general and specialized information and assistance within area of assignment that may require the use of judgment, tact, and sensitivity and the interpretation of policies, rules, and procedures as appropriate; explains programs, policies, and activities related to specific program area of assignment; prepares responses, writes reports, makes recommendations and reviews with City Manager as appropriate; refers matters to appropriate City staff and/or takes or recommends action to resolve the request or complaint.
- Participates in special projects including planning and implementation of special programs and events and complex research of new programs and services.
- Participates in the development and implementation of goals, objectives, and priorities for assigned functions and programs; recommends and implements resulting policies and procedures.
- Participates in the development and administration of the department budget; submits budget recommendations; monitors expenditures.
- Ensures that assigned program activities and services comply with relevant federal, state, and local laws, policies, and regulations.

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- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
- May direct the work of support staff on a project or day-to-day basis.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.
- May develop, compile, review, and administer the budget for the City Manager's office.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in data entry and preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Assistant to the City Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of administrative and analytical experience, preferably with a local municipality, and a Bachelor's degree from an accredited college or university with major course work in public administration, political science, business administration or a related field. Master's Degree preferred.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

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Knowledge of:

Principles and practices of public administration including the organization and functions of municipal government; operations, services, and activities of a municipality; government, council, and legislative processes; operational characteristics, services, and activities of the City Manager's Office; principles and practices of program development and administration; advanced organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment; principles and applications of critical thinking and analysis; techniques and formulae for administrative, financial, and comparative analyses; methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation; recent developments, research methods, current literature, and sources of information related municipal government operations; principles and practices of budget preparation; finance and accounting systems; principles of business letter writing; principles of lead supervision and training; english usage, spelling, grammar, and punctuation; principles of effective public relations; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases; pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical areas; participate in the development and administration of program goals, objectives, and procedures; perform the full range of complex and difficult professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative; collect, evaluate, and interpret varied information and data; research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues; analyze complex problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; develop recommendations for problematic areas and implement and monitor changes; prepare clear and concise technical, administrative, and financial reports; understand the organization and operation of the City, assigned program areas, and of outside agencies as necessary to assume assigned responsibilities; understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations; properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies; identify and respond to community and organizational issues, concerns, and needs; coordinate

Assistant to the City Manager |



multiple projects and meet critical deadlines; organize and prioritize timelines and project schedules in an effective and timely manner; plan, schedule, and review the work of assigned staff; participate in the preparation and administration of budgets; work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person; exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA**FIRE CHIEF**

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DEFINITION:

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Fire Department including fire suppression, fire prevention, fire investigation, emergency medical services, disaster preparedness, hazardous materials response, and related programs, services, and operations; coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the City Manager; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Fire Chief** is the administrative management level classification which oversees all functions and operations of the Fire Department and is responsible for the activities of all fire personnel. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assumes full management responsibility for all department services and activities including fire suppression, fire prevention, fire investigation, emergency medical services, disaster preparedness, hazardous materials response, and related programs, services, and operations.
- Manages the development and implementation of goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
- Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.

Fire Chief |



- Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
- Plans, directs, and coordinates, through subordinate level staff, the Fire Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training including to review and approve training and direct the operation of departmental in-service training activities; works with employees to correct deficiencies; implements discipline and termination procedures.
- Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Oversees and controls the purchasing, maintenance, and inventory of all fire related equipment, vehicles, and property including fire apparatus and related equipment; recommends fire apparatus and equipment replacement; manages and supervises the apparatus and equipment maintenance program.
- Provides responsible staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.
- Conducts a variety of organizational studies, investigations, and operational studies; reviews and recommends modifications to codes, regulations, and ordinances pertaining to the fire services and activities.
- Oversees and participates in the enforcement of applicable codes and ordinances; reviews site plans and building and fire protection system plans and specifications on all new construction within the City limits to ensure compliance with applicable codes and ordinances; supervises and participates in the inspection of industrial and commercial buildings and other properties for fire hazards; performs fire safety inspections for licensed care facilities for the elderly and child care facilities.
- Attends and participates in fire, rescue, and emergency medical services training as well as professional group meetings; obtains information and cooperation on public safety issues; establishes and maintains cooperative working relationships with other Fire Departments; stays abreast of new trends and innovations in the field of fire prevention and suppression.
- Attends and participates on a variety of boards, commissions, and committees including Fire Safety Council meetings.

Fire Chief |



- Responds to major fire alarms and major emergency medical first responder calls; personally directs fire suppression activities as necessary.
- Participates with community relations including public, media, and press relations; gives speeches and presentations to local service clubs and organizations to further public relations.
- Represents the Fire Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
- Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position occasionally works in high, precarious places, has exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration. The position entails working in hazardous situations and responding to emergency situations, disasters, or critical incidents. The nature of the work also requires the incumbent to drive motorized vehicles, operate fire suppression and medical response equipment, apparatus, and tools, work in heavy vehicle traffic conditions, work near moving mechanical parts, and often work with constant interruptions. The noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens. The position wears protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus. This position may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings. This position regularly pushes, pulls, lifts, and/or carries light to moderate weights, frequently lifts and/or moves moderate to heavy weights, and occasionally lifts and/or moves heavy weights.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

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QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Fire Chief**. A typical way of obtaining the required qualifications is to possess the equivalent of eight years of increasingly responsible experience in firefighting and fire prevention work including three years of management and administrative responsibility at the level of Captain or above, a Bachelor's degree from an accredited college or university with major course work in fire science, public administration, or a related field, and completion of the Fire Basic Training Academy or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license, with appropriate endorsements.

Possession of Firefighter I, Firefighter II, and Fire Officer certifications issued by the State of California.

Possession of, or ability to obtain within two years from date of appointment, a California State Fire Marshal's Chief Officer Certification is highly desirable.

Possession of appropriate, valid EMT and CPR certifications.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services, and activities of a comprehensive emergency service operation including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations; principles and practices used in the administration, organization, and management of a municipal fire operation; fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation; principles and practices of disaster preparedness, response, and recovery; advanced methods and techniques of emergency medical response; operational characteristics of fire apparatus and equipment. Hazardous materials and chemical spill response techniques; mechanical, chemical, and related characteristics of a wide variety of flammable and explosive



materials and objects; principles of combustion and cause of fire; principles of building construction and fire protection systems; principles and practices of supervision, training, and performance evaluation principles and practices of program development and administration; principles and practices of municipal budget preparation and administration; current safety practices as they relate to equipment and procedures involved in the fire service; pertinent federal, state, and local laws, codes, and regulations; methods and techniques of public relations; mathematical concepts and principles; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Manage and direct a comprehensive fire program including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations; develop and administer departmental goals, objectives, and procedures; analyze and assess programs, policies, and operational needs and make appropriate adjustments; identify and respond to sensitive community and organizational issues, concerns, and needs; select, supervise, train, and evaluate staff; plan, organize, direct, and coordinate the work of lower level staff; delegate authority and responsibility; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; research, analyze, and evaluate new service delivery methods and techniques; prepare and administer large and complex budgets; prepare clear and concise administrative and financial reports; interpret and apply applicable federal, state, and local policies, laws, and regulations; retain presence of mind and act quickly and calmly in emergency situations; effectively use specialized fire suppression tools and equipment including safety equipment; meet the physical requirements necessary to safely and effectively perform the assigned duties; operate modern office equipment and computers including applicable software applications; effectively present information and respond to questions from groups of managers, clients, customers, and the general public; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

CITY CLERK

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DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the City Clerk's Office, which includes the performance of statutory duties and the preparation, posting and maintenance of agendas, minutes and records for the City Council as proscribed by statute; conducts municipal elections and ensures compliance with conflict of interest laws and FPPC regulations; coordinates program activities with other City officials, departments, outside agencies, organizations and the public; provides responsible and complex staff support to the City Council and City Manager; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **City Clerk** is the administrative management level class which oversees all functions and operations of the City Clerk's Office, including records management and retention, production and publication of agendas and minutes for the City Council, and a variety of commissions and boards. This position is responsible for enforcement of laws and regulations pertaining to elections and campaign financing, public records, meeting notices, and conflict of interest. The incumbent also provides administrative support to the City Council and City Manager. This position is distinguished from the classification of Administrative Records Assistant by the performance of City Clerk responsibilities as set in state law.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over assigned office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all City Clerk's Office activities and services, including activities associated with the production, publication and maintenance of City records, agendas, and minutes relating to City Council and other board and commission activities; coordinates activities with other City officials, departments, outside agencies, organizations and the public.

City Clerk |



- Develops, implements and maintains departmental goals, objectives, policies and procedures; supervises, trains, motivates and evaluates assigned staff in the development and interpretation of City and department policies; provides leadership and guidance to support staff within the City; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures goals are achieved.
- Keeps an accurate record of the proceedings of the City Council and related boards and commissions; follows up on Council actions to ensure timely preparation, indexing and filing of agreements, resolutions, ordinances and vital records; updates the Municipal Code to reflect actions of the Council.
- Plans and directs the conduct of municipal elections; serves as liaison with County elections officials.
- Serves as the filing officer for statements of economic interest for designated employees, certain appointed officials, officeholders, candidates and committees; coordinates City Council, City Manager, City Attorney and Planning Commissioner filings with the Fair Political Practices Commission.
- Provides a variety of information gathering and records retrieval research services to the public and public officials regarding elections, local government legislative processes and actions, municipal corporate history and Fair Political Practices Commission filings; analyzes, enforces and explains laws and regulations related to public records, meeting notifications, archival research, municipal elections, campaign financing and conflict of interest.
- Serves as a resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment; develops and coordinates communications with the community to increase citizen accessibility to City records and information; coordinates the production of reports.
- Provides a variety of clerical and administrative support functions to the City Council and City Manager, including preparing correspondence, making travel arrangements, and conducting research on special projects as assigned.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of municipal records management, elections and relative service delivery responsibilities; responds to and resolves sensitive and complex community and

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organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the department.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence and statistical data and using a computer. Acute hearing is required when providing phone and personal service, and speech sufficient to communicate in group settings without the aid of a microphone. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **City Clerk**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience providing executive clerical support or management of complex records, and equivalent to the completion of the twelfth grade. College level course work in secretarial science, business or public administration is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Certification as a California Certified Municipal Clerk is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:



Modern principles, practices and techniques of municipal records management and elections; principles and practices of budget administration; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations, including the Brown Act, California Elections Code, FPPC regulations and the California Public Records Act; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; provide information and organize material in compliance with laws, regulations, policies and procedures; facilitate group participation and consensus building; attend evening meetings as required; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

LIBRARY DIRECTOR

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DEFINITION:

Under general administrative direction, plans, organizes, coordinates and directs the operations and activities of the library, including cataloging, reference and public circulation services; provides professional and technical assistance to the public; provides professional support and expertise to the Library Board of Trustees, the Napa Valley Wine Library Board and the Friends of the St. Helena Library Board; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Library Director** is the administrative management level classification which oversees all functions and operations of the Library Department, including planning, budgeting, staff selection and training, supervision, collection development, public services, programming and information systems. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council and Library Board. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Library activities and services, including activities associated with cataloging, reference, and circulation services; establishes collection and selection policies; provides professional and technical assistance to the public; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Supervises, plans, organizes, administers, reviews, and evaluates the activities of the Library's professional and support staff; selects staff and provides for their training and professional development.
- Directs the preparation and administration of the Library budget; oversees administration programs and procedures.

Library Director |



- Ensures that the Library fully utilizes current information systems and keeps abreast of new advances in library-related technologies; acts as the chief technology resource and planner for the library, providing on-site expertise in the use of information systems, microcomputers, internet and other electronic devices.
- Performs a wide variety of professional-level library support services related to patron assistance, circulation, automation, acquisitions, cataloging and processing.
- Responds to in-person and telephone requests for library materials, services and information; conducts reference interviews, evaluates data sources, searches electronic and print sources; locates and evaluates relevant information.
- Serves as staff to advise and support the Library Board of Trustees, Napa Valley Wine Library Association Board, and Friends and Foundation; prepares reports for the City and other agencies; keeps current on all state regulations related to library services; monitors and seeks grants from federal, state, and private agencies.
- Develops Library administrative and facilities policies and procedures; develops programs, projects and work assignments; works with Boards on policy issues.
- Addresses and responds to service questions, inquiries and complaints; establishes and maintains a customer service orientation within the department; provides reference services to staff and the public.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

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QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Library Director**. A typical way of obtaining the required qualifications is to possess the equivalent of six years of directly related library experience, including two years of experience supervising professional library staff, and a Master's degree from an accredited college or university with major course work in library and information science or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of Library management; principles and practices of library routines, procedures and services; principles and practices of records management; principles and practices of library cataloging and classification systems; public desk procedures and methods of providing services and information; library equipment and resources; standard library automated circulation and borrower services; information sources and methods; cataloging principles; bibliographic utilities; cataloging and bibliographic search procedures, including specialized library software; principles and practices of program and budget development, administration and evaluation; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, direct, manage and coordinate the work of the Library; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; participate in a variety of tasks relating to providing library services; research and utilize reference systems; analyze situations appropriately and adopt effective courses of action; develop, present and administer a program budget; plan, organize, train, evaluate and direct work of assigned staff;

Library Director |



interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; design, update and maintain a website.

CITY OF ST. HELENA
PARKS & RECREATION DIRECTOR

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DEFINITION:

Under administrative direction, plans, directs, and coordinates the activities and operations of the City's Parks and Recreation Department, including recreational and leisure services and the scheduling of community facilities; supervises, evaluates, and participates in the work of personnel responsible for operation of the department; provides responsive and complex staff support to the Parks & Recreation Commission; ensures safe work practices and service quality; serves as a technical resource for assigned work personnel; and performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Parks & Recreation Director** is the management level class responsible for the overall management of the City's recreational and leisure services, including adult and youth sports, youth and teen programs, and community events. Additionally, incumbents have responsibility for the management and operation of community facilities. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts management responsibility for supervising activities, operations, and services of the Recreation Department, including planning and supervising comprehensive recreational programs for adult and youth sports, contract classes, and/or other recreation programs involving the supervision of group instructors, contractors, and leaders in the planning of activities and events.
- Oversees and/or participates in the development, implementation, and maintenance of the department goals, objectives, policies, and procedures; ensures that program goals are achieved.



- Determines long-range program plans and develops methods used in providing community recreation offerings.
- Plans, coordinates, and reviews the work plan for assigned projects and responsibilities which may include organizing and encouraging the formation of clubs, teams, leagues, and special events; responds to inquiries or requests for service from interested community groups and citizens; interprets City policy for community groups, commissions, advisory boards, and citizens; may provide staff assistance to advisory commissions and boards.
- Coordinates the selection and training of recreation personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as appropriate; recruits, hires, and manages supplemental sports officiating crews; assigns work to assigned staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies, and procedures.
- Prepares and administers annual budget for recreation programs and facilities.
- Supervises and participates in the design, preparation, and distribution of recreation publicity, including press releases, brochures, pamphlets, flyers, and printed schedules; represents the department to the news media.
- Maintains profit and loss statements and related contracts for fee-based programs; works closely with vendors and related agencies.
- Provides staff assistance and technical support to assigned program activities and other City departments; conducts organizational and operational service delivery studies; makes recommendations to address and resolve identified service delivery issues.
- Assists in the preparation of federal and state grants as well as seeking sponsorships, gifts, and donations; gathers and interprets statistical and fiscal data and submits in report form.
- Works with the Public Works Director to identify potential City park sites; assists with acquisition of sites; works with landscape architects and the public to plan park site development; coordinates park construction with contractors, architects, and the Public Works Department.
- Assists in the planning and staging of community events, festivals, and special programs.
- Prepares and submits a variety of reports and memoranda on a number of recreation related subjects.
- Attends and participates in organizational and community meetings as necessary; acts as City liaison to St. Helena Park & Recreation Commission; drafts agendas, manages



meetings, and takes minutes at the monthly Parks & Recreation Commission meetings; stays current on issues relative to parks maintenance and development; responds to and resolves community and organizational inquiries and complaints; establishes and maintains a customer service orientation within the division.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents and acute hearing is required when providing phone and face-to-face service. The nature of the work may require the incumbent to work outdoors and lift equipment and materials weighing in excess of 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a Parks & Recreation Director. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible supervisory experience in the delivery of recreation or leisure time services, and a Bachelor's degree with major course work in recreation, public administration, or related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of, or ability to obtain CPR and First Aid certifications.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Recreation, cultural, and leisure needs of youth, teen, and adult populations of the community; procedures for planning, implementing, and maintaining a



variety of recreation and leisure time activities and programs through community participation; principles and practices of program administration, including budgeting and marketing, purchasing, and program need forecasting; methods and techniques of supervision, training, and motivation; applicable federal, state, and local methods and techniques of supervision, training, and motivation; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, direct, manage, and coordinate the work of the Parks and Recreation Department; design, develop, and implement recreation and leisure programs suited to the needs of the community; analyze, interpret, and explain division policies and procedures; prepare and administer the division budget; elicit community and organizational support for programs; identify and administer grants for a particular program area; plan, organize, train, evaluate, and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

HUMAN RESOURCES & INFORMATION TECHNOLOGY DIRECTOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general administrative direction, plans, manages, oversees and directs the operations and services of the Human Resources & Information Technology Department, which includes the administration of the City's personnel systems, such as job classification and pay plans, employee benefit plans, performance evaluation, personnel transaction processing and personnel records, recruitment, examination and selection, labor and employee relations, insurance, safety, risk management, labor relations, EEO/AA and Information Technology services; conducts research, analysis, report writing and oral presentations regarding a variety of personnel, risk management and information technology related matters; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Human Resources & Information Technology Director** is the administrative management level class which oversees all functions and operations of the Human Resources & Information Technology Department. This classification exercises the full range of supervisory authority over assigned clerical, technical and/or professional personnel, as well as management of assigned contractors. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over professional, technical and/or office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Conducts organizational, position classification, pay and benefit studies; conducts surveys, analyzes data and develops classification specifications; recommends changes to the classification and pay plans and to the allocation of positions; presents recommendations to the City Manager and City Council; remains current on changing and complex legislative and case law applicable to general and specific employee groups.



- Performs administrative and supervisory tasks related to the establishment; performs ongoing evaluations; implements and processes employee benefit programs, including, but not limited to, health, dental, life and long-term disability insurance, workers' compensation and retirement.
- Oversees the administration of the employee performance evaluation process and all personnel transactions, to ensure compliance with City personnel rules and regulations and current laws, including FLSA, FMLA, POBR and MMB; oversees the maintenance and proper handling of personnel files.
- Plans, oversees and conducts recruitment activities, including the announcement and advertising of job opportunities; develops and conducts written, oral and performance tests, including public safety personnel performance testing; reviews and screens employment applications; determines and recommends appropriate pass points; monitors the establishment, maintenance and use of employment lists; conducts new employee orientations.
- Participates in employee-employer relations activities, including contract negotiations with multiple labor unions, disciplinary actions and grievance procedures, including those involving complex drug and alcohol policies, procedures and testing for various employee groups; negotiates and resolves sensitive, complex and controversial personnel complaints and issues.
- Oversees administration of the City's risk management programs, including the processing, coordination and record keeping of liability and workers' compensation claims; oversees the maintenance of all insurance and self-insurance policies; develops and implements risk management policies and procedures; serves as the City representative to self-insurance joint power authorities.
- Conducts research, gathers and analyzes information and prepares reports, recommendations and correspondence on a variety of personnel and risk management related subjects; identifies opportunities for improvements in the personnel and risk management functions; develops, recommends, and implements policies and procedures.
- Provides information and interpretations to various City departments, employees, employee organizations, outside agencies, applicants and the public regarding personnel and risk management policies, procedures, practices and decisions; coordinates a variety of City-wide activities with other City departments and outside agencies.
- Selects, trains, motivates and evaluates assigned personnel; works with employees to improve skills and correct deficiencies, especially in highly charged areas such as discrimination, hostile work environments, ADA accommodation and harassment.
- Develops, recommends and monitors the Human Resources, Risk Management, and Information Technology (IT) related budgets.



- Improves the manner in which the job is performed and increases the quality of service to City departments and the public on a continuous basis.
- Ensures that the City's EEO/AA is properly maintained; investigates allegations filed under the City's Harassment Policy; recommends discipline where appropriate.
- Accepts full responsibility for the management, strategy and execution of information technology services, ensuring technical projects are in alignment with organization goals; directs the effective delivery of networks, development and disaster recovery systems and processes.
- Works with staff, management, external vendors and advisors to find solutions to manage business activities.
- Researches and recommends new products, identifying new market opportunities and leading efforts to improve IT processes.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Human Resources & Information Technology Director**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and increasingly responsible professional level experience in public personnel administration, including some experience in directing the work of others, and a Bachelor's degree from an accredited college or university with major course work in public administration, business administration or a related field. A Master's



degree in a related field is desirable.

License/Certificate:

Possession of, or the ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles, methods and trends of public personnel administration, including classification and job analysis; principles and practices of recruitment, interviewing and personnel selection and test construction and administration; compensation systems; principles and practices of labor and employee relations as pertains to public employment; principles of management, supervision and training; insurance principles and practices; workers' compensation laws of California; public retirement systems; applicable Federal, State and local laws and regulations including, but not limited to, Fair Labor Standards Act, Family Medical Leave Act, Public Employees Retirement System, Police Officer's Bill of Rights, Pregnancy Disability Act, Meyers-Milias-Brown Act, Health Insurance Portability and Accountability Act, California Family Rights Act, Fair Employment & Housing Act, Americans with Disabilities Act, Consolidated Omnibus Reconciliation Act (COBRA), Title VII of the Civil Rights Act of 1964, Workers' Compensation and OSH Act/Cal OSHA; analytical, statistical and research methods; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Understand, interpret and appropriately apply often complex, and occasionally overlapping, personnel rules, regulations, standards, policies and procedures applicable to public employment; analyze organizational and administrative problems; create, recommend and implement effective courses of action; coordinate and supervise the work of others; facilitate groups and maintain good employee and public relations; work with sensitivity within complex political environments; apply a high degree of independent judgment; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate an office computer and a variety of word processing, spreadsheet and other software applications.

CITY OF ST. HELENA**FINANCE DIRECTOR**

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DEFINITION:

Under general administrative direction, plans, manages, oversees and directs the operations and services of the Finance Department which includes treasury, general accounting, auditing, cash management, purchasing, payroll processing, utility billing, business licenses and finance information systems; coordinates activities with other City officials, departments, outside agencies, organizations and the public; provides responsible and complex staff support to the City Council and City Manager; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Finance Director** is the administrative management level class which oversees all functions and operations of the Finance Department and is responsible for originating, carrying out, reviewing, interpreting and coordinating policies in the administration of a diversified accounting, investment and information services operation. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Finance Department activities and services, including activities associated with treasury, general accounting, auditing, purchasing, payroll processing, utility billing, business licenses, grant administration, fixed assets and city-wide finance information systems; coordinates the City's investment portfolio as authorized; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Develops, implements and maintains departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving



organizational performance, enhancing services and meeting goals; ensures goals are achieved.

- Plans, directs, coordinates and participates in the department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Oversees the selection, training and evaluation programs for all Finance personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations; interprets and enforces a variety of laws, codes, ordinances, regulations and standards.
- Directs and participates in all financial management and information system activities; manages and coordinates the City's investment portfolio maximizing income and safety through the application of daily and long range investment policies; administers bond programs and secures tax-exempt and other types of financing; coordinates, reviews, evaluates and recommends improvements to administrative and financial internal control systems and procedures to ensure audit compliance; directs and participates in the preparation of a variety of records and reports ensuring timeliness, accuracy and compliance with appropriate laws, ordinances and regulations.
- Serves as liaison with federal, state, regional, county, city and special district agencies; provides responsible and complex staff support to the City Council, City Manager and Department Heads; develops recommendations for policies, laws, ordinances, resolutions and programs related to Finance activities.
- Prepares, manages and coordinates the development of the Finance budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary; coordinates the City budget process; develops revenue forecasts and monitors expenditures on a regular basis.
- Serves as a resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of finance, portfolio management and finance information systems;



responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the department.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Finance Director**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in financial management, including three years in a responsible professional accounting and supervisory capacity, and a Bachelor's degree from an accredited college or university with major course work in accounting, business administration, finance or a related field. A Master's degree in a related field is desirable.

License/Certificate:

Possession of, or the ability to obtain, a valid Class C California driver's license.

Certification as a Certified Public Accountant (CPA) is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:



Modern principles, practices and techniques of finance and information system administration, organization and operation; principles and practices of general, fund, cost and governmental accounting; principles and practices of auditing and financial control; network based computer applications and design; methods and techniques of supervision, training and motivation; principles of mathematics; applicable federal, state and local laws, codes and regulations, including those related to investments, purchasing and utility billing; principles and practices of budget administration; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, direct, manage and coordinate the work of the Finance Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; analyze complex financial and information system issues; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; facilitate group participation and consensus building; attend evening meetings as required; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications, including a variety of complex financial and accounting programs.

CITY OF ST. HELENA
PLANNING & BUILDING DIRECTOR

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DEFINITION:

Under general administrative direction, performs a variety of supervisory, administrative and technical work in the development, implementation, maintenance and review of advance and current planning, building, and housing policy; interprets and implements the General Plan and Zoning Ordinance; plans, organizes, supervises, reviews and participates in the work of professional, technical and office support staff of the Planning and Building Department; coordinates activities with other City departments and divisions and outside agencies and organizations; develops and implements programs and procedures within the Planning and Building Departments; makes project presentations and recommendations to the City Council and Planning Commission; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Planning & Building Director** is the administrative management level classification which exercises full responsibility for planning, organizing and directing the work activities of the Planning, Building and Code Enforcement Department staff and acts as City liaison to the Planning Commission and other City commissions. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over professional, technical and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for the activities, operations and services of the Planning and Building Department; directs, coordinates, reviews and participates in the work of professional and technical employees in data collection, analysis, plan formulation, implementation and maintenance of a wide variety of planning, zoning and subdivision activities; interprets the General Plan, zoning and subdivision ordinances; coordinates planning and building activities with other City departments and divisions and outside



agencies and organizations.

- Supervises and participates in the development, implementation and maintenance of department goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting department goals; ensures that goals are achieved.
- Coordinates the selection, orientation, training and evaluation programs for assigned personnel; provides or coordinates staff training; provides positive motivation for employee performance; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of staff to ensure compliance with applicable federal, state and local laws, codes and regulations; administers contracts with consultants.
- Coordinates the selection of consultants; prepares and administers contracts.
- Oversees and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved department budget; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Coordinates and participates in a variety of development, capital improvement, current and advanced planning, administration and implementation of building code, fee collection, and related projects; administers the General Plan and zoning and subdivision ordinances; directs and participates in the processing of privately and publicly initiated major projects, including annexations, general plan amendments, rezonings, major subdivisions and non-residential development projects.
- Provides technical and professional advice; schedules items for Planning Commission review and action; prepares and coordinates reports and presentations on current planning issues for City Council, Planning Commission, community groups and regulatory agencies; ensures timely action on City Council and Planning Commission directives and initiatives; develops and maintains records, statistics and reports on planning related activities.
- Monitors and keeps informed of current trends in the field of urban planning, housing, and community development, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly.
- Responds to the more complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the department with other City departments, other agencies, civic groups and the public; establishes and maintains a customer service orientation within the department.



- Serves as lead staff in environmental, housing, code enforcement and all other land use policy updates and implementation processes; oversees, manages and implements City code enforcement processes and proceedings to ensure full compliance with all local, state and federal mandates in the process of obtaining code compliance; provides California Environmental Quality Act (CEQA) policy direction and input on all projects for the City, serving as the City's Environmental Coordinator.
- Assists the City Manager and City Council with all elements of economic development activities and efforts and legal analysis and strategy in land use and related issues.
- Serves as the City's Environmental Coordinator
- Serves as the City's Housing Director.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Planning & Building Director**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience in urban or regional planning, including three years of project management and supervision, and a Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning or a related field. A Master's degree in urban planning, regional planning or a related field is desirable.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of current and advanced planning; land use, physical design, demographic, environmental, economic and social concepts as applied to municipal planning; principles and practices of program and budget development, administration and evaluation; statistical methods and research techniques applicable to the preparation of municipal planning studies; applicable federal, state and local laws, codes and regulations, including California laws relating to subdivisions, annexations, zoning and land use; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; growth management systems and policies; principles and practices of RHNA compliance; market rate and affordable housing law; general housing regulations, including data management and reporting; principles and practices of economic development and municipal revenue laws and methodologies; office procedures, methods, and equipment including computers and applicable software applications such as GIS, agenda management, permit tracking, word processing, spreadsheets, and databases.

Ability to:

Plan, direct, manage and coordinate the work of the Planning and Building Department; supervise and participate in the establishment of department goals, objectives and methods for evaluating achievement and performance levels; direct and participate in current and advance planning activities and projects; develop, present and administer a program budget; attend evening meetings as required; plan, organize, direct and evaluate the work of subordinate staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Planning & Building Director |



Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; operate graphic and presentation programs.

CITY OF ST. HELENA
CHIEF OF POLICE

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DEFINITION:

Under general administrative direction, plans, oversees, directs, and participates in the operations and services of the Police Department which includes law enforcement and crime suppression and prevention; coordinates activities with other City officials, departments, outside agencies, organizations and the public; provides responsible and complex staff support to the City Council and City Manager; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Chief of Police** is the administrative management level classification which oversees all functions and operations of the Police Department and is responsible for the activities of all law enforcement personnel in preserving order, protecting life and property, preventing crime and enforcing laws and municipal ordinances. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives general administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over sworn and non-sworn personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Police Department activities and services, including preserving order, preventing crime, protecting life and property and enforcing laws and municipal ordinances; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Develops, implements and maintains departmental goals, objectives, policies and procedures; works directly with sworn and non-sworn personnel in the development and interpretation of City and department policies; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures goals are achieved.
- Plans, directs and coordinates the Police Department's work plan; assigns work activities

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and responsibilities to appropriate personnel; identifies and resolves law enforcement problems and/or issues; oversees the maintenance and proper disposition of records and property; provides for the conduct of internal investigations as necessary.

- Oversees the selection, training and evaluation programs for all sworn and non-sworn personnel; provides or coordinates in-service training and employee recognition programs; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations; interprets and enforces a variety of laws, codes, ordinances and regulations.
- Prepares, manages and coordinates the development of the Police Department's budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff and implements adjustments as necessary.
- Serves as a resource for law enforcement personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive, productive and cooperative work environment.
- Performs crime prevention activities, including street patrol and traffic law enforcement; acts as incident command at major incidents and events; supervises investigations; appears in court when necessary; prepares police reports, staff reports and Police Department correspondence.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of law enforcement, crime prevention and service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the department.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence

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and the potential risk of exposure to bloodborne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Chief of Police**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in all major areas of municipal police work, including three years in a responsible management capacity, and a Bachelor's degree from an accredited college or university with major course work in criminology, public administration or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of a Supervisory Certificate issued by P.O.S.T.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of police administration, organization and operation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated law enforcement information systems, search and seizure, code violations and care and custody of persons and property; functions and objectives of federal, state and local law enforcement agencies; principles and practices of budget administration; care, maintenance and operation of a variety of law enforcement equipment; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

**Ability to:**

Plan, direct, manage and coordinate the work of the Police Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; meet standards for physical endurance, agility, health and vision; work flexible hours, including evenings, weekends and split shifts; act quickly and calmly in emergency situations; facilitate group participation and consensus building; properly interpret and make decisions in accordance with laws, regulations and policies; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations.

CITY OF ST. HELENA
PUBLIC WORKS DIRECTOR/CITY ENGINEER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees, and directs the operations and services of the Public Works Department which includes street, sidewalk and park maintenance, equipment and vehicle maintenance and procurement, storm drainage, water production and distribution, sewer collection, wastewater treatment, and facilities; coordinates activities with other City officials, departments, outside agencies, organizations and the public; designs and reviews all engineering functions within the City; signs, maps and surveys infrastructure designs; provides responsible and complex staff support to the Active Transportation and Sustainability Committee, City Council and City Manager; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Public Works Director/City Engineer** is the administrative management level class which oversees all functions and operations of the Public Works Department and is responsible for the six divisions within the Department; Water Treatment Plant, Wastewater Treatment Plant, Street and Sewers, Water Distribution, Buildings and Parks, and Administration. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager and policy direction from the City Council. Exercises direct and indirect supervision over operations managers, professional, technical, field and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Public Works Department activities and services, including the management of street, sidewalk and park maintenance, equipment and vehicle maintenance and procurement, storm drainage, water production and distribution, sewer collection, wastewater treatment, and facilities; coordinates activities with other City officials, departments, outside agencies, and the public.



- Serves as the City Engineer; reviews and approves a variety of plans; develops and implements the department's capital improvement program and budget; directs the preparation of plans, specifications, cost estimates, and contract documents; oversees the administration of contracts; visits construction sites to ensure conformance of construction to plans or to identify design elements; reviews and approves all payments and billings for contract services.
- Develops, implements, and maintains departmental goals, objectives, policies, and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services, and meeting goals; ensures that goals are achieved.
- Plans, directs, and develops the department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.
- Oversees the selection, training, and evaluation programs for all Public Works personnel; provides or coordinates in-service training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state, and local laws, codes, and regulations.
- Monitors the condition of the City's infrastructure, including streets, sidewalks, curbs, gutters, buildings, parks, trees, storm drains, water facilities, sewer collection, wastewater treatment plant, and other related facilities and equipment for maintenance, repair, and replacement
- Prepares, manages, and coordinates the development of the Public Works budget; prepares forecasts of necessary funds for staffing, materials, and supplies; presents, justifies, and defends programs, operations, and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Serves as a resource for department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment; coordinates project reviews with other departments.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of public works and relative service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues, and complaints.
- Establishes positive working relationships with representatives of community



organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, kneeling, squatting, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot, and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The ability to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Public Works Director/City Engineer**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in public works or related service delivery operations, including at least three years in a responsible management capacity, and a bachelor's degree in civil engineering.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

Possession of a valid certificate of registration as a Civil Engineer, issued by the California State Board of Registration for Civil and Professional Engineers.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices, and techniques of public works administration, organization, and operation; principles, practices, and techniques of civil engineering, including the planning, design, construction, contract management, and inspection of municipal public works; principles and practices of program and budget development, administration, and evaluation; principles and practices of street and parks maintenance, equipment maintenance, storm drainage system maintenance, water system maintenance, wastewater treatment plant maintenance, facilities maintenance,



capital projects, and public utilities; methods and techniques of supervision, training, and motivation; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices, and equipment; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Plan, direct, manage, and coordinate the work of the Public Works Department; read and interpret maps, sketches, drawings, specifications, and technical manuals; develop and administer sound departmental goals, objectives, policies, and methods for evaluating achievement and performance levels; develop, present, and administer a program budget; facilitate group participation and consensus building; plan, organize, train, evaluate, and direct work of assigned staff; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; safely and effectively operate engineering tools and equipment.

CITY OF ST. HELENA
CITY MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under policy direction, serves as the Chief Administrative Officer of the City and directs the activities and operation of all departments; advises and assists the City Council in the conduct of City business; provides administrative oversight to the operational and policy functions of City government; appoints all department heads subject to the ratification of the City Council and approves the appointment of all officers and employees to City employment, except the City Attorney and Fire Chief; evaluates the performance of department heads and takes appropriate disciplinary actions; reviews and authorizes disciplinary actions for all employees recommended by departments heads; coordinates City business with the various programs, officials and outside agencies; provides a variety of other responsible and complex administrative support to the City Council; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **City Manager** is the highest administrative management level position in the City and has responsibility for the administrative operation of the City departments which may include developing, recommending and implementing policies, program planning, fiscal management, administration and operations of all City functions and services. The incumbent is responsible for accomplishing the City's goals and objectives and for ensuring that the citizens are provided with desired and mandated services in an effective and cost-efficient manner.

SUPERVISION RECEIVED/EXERCISED:

Receives policy direction from the City Council. Exercises direct and indirect supervision over all department heads and City staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all City activities, programs and services, including directing the development and implementation of goals, objectives, policies and procedures; ensures that established goals and priorities are achieved.
- Appoints all department heads subject to the ratification of the City Council and approves the appointment of all officers and employees to City employment, except the City Attorney

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City Manager |



and Fire Chief; evaluates the performance of department heads and takes appropriate disciplinary actions including dismissal, suspension or other corrective actions; reviews and authorizes disciplinary actions for all employees recommended by departments heads.

- Controls, orders and gives direction to all heads of departments and subordinate officers and employees of the City, except in matters which by State law are confined to their exclusive and uncontrolled jurisdiction and except for the City Attorney.
- Provides advice and consultation to the City Council on the development and implementation of City programs and services.
- Directs and participates in the preparation and administration of the City budget; prepares and submits to the City Council reports of finances and administrative activities; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
- Reviews and evaluates program service delivery methods and systems within the City, including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.
- Coordinates the preparation of the agenda for the City Council; addresses the City Council on behalf of City staff; represents the City Council to employees, community groups, individual members of the public and other governmental agencies; responds to the most difficult complaints and requests for information.
- Directs the implementation, maintenance and enforcement of City personnel policies and practices as prescribed by the City Council; selects, supervises, trains and evaluates assigned staff.
- Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long-range plans for the City.
- Serves as a resource for the City Council, department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work which the City Council orders.
- Attends and participates in professional and community meetings as necessary; stays current on issues relative to public administration and relative service delivery

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responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the City organization.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The position requires the need to lift, drag and push files, paper and documents weighing up to 25 pounds.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **City Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of directly related experience at an administrative, management or staff level in municipal government with at least two years as a manager or supervisor, and a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, public finance or a related field. A Master's degree and direct experience working with a Council, Board or Commission is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:



Modern public administrative methods and procedures, organizations and functions; current social, political, and economic trends and operating characteristics of municipal government; principles and practices of municipal budgeting and finance; methods and techniques for goal setting and program evaluation; local and state legislative processes; principals of effective public relations and interrelationships with community groups and agencies, the private sector and other levels of government; methods and techniques of supervision, training and motivation; applicable federal and state laws, rules and regulations regarding local government operations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Provide effective leadership and coordinate the activities of a full-service municipal organization; develop and administer sound city-wide goals, objectives, policies and methods for evaluating achievement and performance levels; properly interpret and make decisions in accordance with laws, regulations and policies; analyze complex administrative issues, evaluate alternatives and implement sound solutions; work with and coordinate the activities of administrative officials while encouraging their development as administrators; prepare clear and comprehensive written reports; serve effectively as the administrative agent of the City Council; represent the City Council to the general public and representatives of other agencies; facilitate group participation and consensus building; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze complex issues and develop and implement appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA
FIREFIGHTER/ENGINEER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, responds to fire and other emergency and non-emergency calls to protect life, property, and the environment; drives, operates, and maintains firefighting, emergency medical, and associated vehicles, apparatus, and equipment; renders medical aid and lifesaving assistance; conducts and participates in firefighting, fire prevention, public education, disaster preparedness, and training activities; serves as Officer in Charge of an assigned shift in the absence of the Fire Captain; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Firefighter/Engineer** is responsible for the performance of the full scope of assigned fire duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Fire Captain in that the latter is responsible for performance of the more complex and difficult tasks, as well as the supervision of assigned fire activities.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Fire Captain or higher-ranking position depending upon assignment. May provide direction to support staff and volunteers as required.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Drives, operates, and maintains all fire fighting and suppression apparatus and equipment; regulates water pressure; calculates and monitors hydraulic conditions; directs engine hook-up; operates aerial ladder trucks; maneuvers and extends retracting ladder.
- Responds to fire, emergency medical, rescue, and hazardous material alarms and emergency calls to protect life, property, and environment; assists in all phases of fire suppression; places fire hoses; sets ladders; ventilates and enters burning structures to extinguish fires and rescue victims; operates pneumatic and auxiliary equipment such as generators and pumps; provides emergency medical service as needed; responds to non-emergency calls for service as necessary.

Firefighter/Engineer |



- Inspects vehicles, equipment, and apparatus for proper operating conditions; performs routine and minor repairs and maintenance; identifies needs for major repairs; maintains records of maintenance work performed.
- Assists with the cleaning and reloading of all equipment, tools, and apparatus upon completion of fire or emergency response activities.
- Prepares, submits, and maintains reports on incidents, apparatus maintenance, and inventory.
- Assists in the investigation of fire scenes to determine causes; preserves evidence and provides observations to investigators.
- Maintains skill levels, new equipment and procedure familiarization, and certifications that are relevant and/or required for assigned responsibilities; participates in drills and training exercises, classes, and activities including but not limited to those related to fire suppression, fire prevention, emergency medical service, hazardous material response, technical rescue, extrication, physical fitness, and other related areas.
- Participates in public relations, fire/safety education activities, and fire prevention activities including station tours, fire safety/fire suppression education away from the station, school education programs, group activities, fire drills, courtesy walk through visits, and phone inquiries.
- Participates in fire and life safety inspections; performs routine inspections of commercial, industrial, residential, and other buildings; performs fire sprinkler, alarm, and hydrant flow tests; identifies fire and life safety hazards; provides suggestions for correction; schedules re-inspections for verification of correction; submits reports as needed.
- Participates in the maintenance and testing of department equipment; conducts maintenance and repairs of radios and alert monitors; conducts maintenance, testing, and repair to self-contained breathing apparatus; participates in ladder testing and annual pumper and hose tests; maintains medical aid equipment and supplies.
- Performs general maintenance work in the upkeep of fire station facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs, and dry hoses; washes, cleans, and polishes apparatus and equipment.
- Serves as acting Fire Captain on assigned shift as required; coordinates, assigns, directs, and participates in fire suppression, fire prevention, emergency medical service, hazardous materials response, and related services and activities on the assigned shift; ensures all assigned activities are carried out effectively, efficiently, and according to department guidelines and policies.
- Performs special projects as assigned; assists in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, firefighting, hazardous materials, and emergency aid activities.

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- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position occasionally works in high, precarious places, has exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, drowning, and asphyxiation. The position entails working in hazardous situations, reactive emergency, natural or man-made disaster, and routine fire prevention environments with travel from site to site, and responding to emergency situations, disasters, or critical incidents. The nature of the work also requires the incumbent to drive motorized vehicles, operate fire suppression and medical response equipment, apparatus, and tools, work in heavy vehicle traffic conditions, work near moving mechanical parts, in areas of limited and restricted entry and exit, and often work with constant interruptions. The noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens. The position wears protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus. This position regularly pushes, pulls, lifts, and/or carries light to moderate weights, frequently lifts and/or moves moderate to heavy weights, and occasionally lifts and/or moves heavy weights.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Firefighter/Engineer**. A typical way of obtaining the required qualifications is to possess the equivalent of six months of full-time firefighting experience or one year of part-time firefighting experience, and equivalent to the completion of the twelfth grade supplemented by specialized training in fire science, fire apparatus operation, hydraulics, emergency medicine, mechanics, or a related field. Completion of a state accredited fire academy is highly desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license with appropriate endorsements.

Firefighter/Engineer |



Possession of Driver Operator certification.

Possession of Firefighter I certification issued by the State of California.

Possession of appropriate, valid EMT and CPR certifications.

Possession of, or ability to obtain Fire Prevention Officer, Fire Investigator, and Fire Instructor certification is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation; principles, practices, and procedures used in modern firefighting and in the protection of lives and property; operating characteristics, uses, and maintenance requirements of pump engines, fire apparatus, and other fire fighting and emergency medical apparatus and equipment; mechanical and hydraulic principles of fire apparatus; principles and practices of disaster preparedness, response, and recovery; methods and techniques of basic life support and rescue; hazardous materials and chemical spill response techniques; principles, methods, and techniques used in confined space and rescue operations; mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects; principles of combustion and cause of fire; principles of building construction and fire protection systems; geography and street layout of the City and surrounding area; current safety practices as they relate to equipment and procedures involved in the fire service; pertinent federal, state, and local laws, codes, and regulations; methods and techniques of public relations. Mathematical concepts and principles; basic record keeping principles and practices; basic principles of personnel deployment and supervision; basic methods and techniques of training and instruction; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Drive, operate, and maintain fire suppression, emergency medical, and associated vehicles, apparatus, and equipment safely in varying traffic and weather conditions observing legal and defensive driving practices; inspect, troubleshoot, and repair a variety of fire suppression, emergency medical, and associated vehicles, apparatus, and equipment; perform field calculations of hydraulics for the proper and effective

operation of equipment at emergency scenes; properly place vehicles and equipment at emergency scenes for most effective operation; demonstrate mechanical aptitude as required in the operation of firefighting equipment; perform a variety of fire suppression, fire prevention, emergency medical response, and technical rescue activities; render emergency medical care as necessary; deal effectively with upset or emotional persons or patients; retain presence of mind and act quickly and calmly in emergency situations; analyze emergency situations and develop appropriate courses of action; interpret and apply applicable federal, state, and local policies, laws, and regulations; direct and coordinate the work of lower level staff when serving as acting Fire Captain; perform fire inspections and determine cause and origin of fires; conduct fire training programs; complete and prepare a variety of forms and reports; prepare and present public information and educational programs; respond to requests and inquiries from the general public; work varied shifts, on weekends or during holidays; demonstrate physical endurance, agility, strength, and stamina in the performance of hazardous tasks under emergency conditions; observe and follow safe fire fighting and work practices; understand and follow oral and written directions promptly and accurately; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

FIRE CAPTAIN

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DEFINITION:

Under direction, performs a variety of administrative, supervisory, and technical duties involved in planning, coordinating, assigning, directing, and participating in fire suppression, emergency medical service, hazardous materials response, rescue, fire prevention and inspection, fire investigation, and related services and activities of an assigned engine company; ensures that all assigned activities are carried out effectively, efficiently, safely, and according to department guidelines and policies; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Fire Captain** is responsible for administrative, supervisory and technical duties in leading program level functions within the department. Employees in this class oversee an assigned program unit, and provide leadership for ongoing fire suppression, emergency medical service, hazardous materials response, rescue, fire prevention and inspection, fire investigation, and administrative activities. This classification is distinguished from the next lower classification of Firefighter/Engineer by the performance of supervisory responsibilities and by the level of technical and professional expertise required.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Battalion Chief and/or Fire Chief depending upon assignment. Exercises direct supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, coordinates, assigns, directs, and participates in fire suppression, emergency medical service, hazardous materials response, rescue, fire prevention and inspection, fire investigation, and related services and activities for an assigned engine company; ensures all assigned activities are carried out effectively, efficiently, safely, and according to department guidelines and policies.
- Directs, coordinates, supervises, and reviews the work plan for assigned personnel; assigns work activities and projects; monitors work flow; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

Fire Captain |



- Trains, motivates, and evaluates assigned personnel; identifies the fire training needs of company personnel; provides or coordinates staff training and drills in firefighting methods, techniques, and related subjects; works with employees to correct deficiencies; enforces departmental policies and procedures and recommends disciplinary action, as necessary.
- Responds to alarms involving fire, medical aid, hazardous substances, and rescue work; assumes incident command as required and conducts assessment tactics, strategy development, and implementation; supervises, directs, and participates in firefighting duties, equipment and apparatus operations, search and rescue services, rendering first aid and basic life support, and the control and clean up of hazardous materials spills and releases.
- Conducts, supervises, and participates in fire cause and origin determinations; determines preliminary origin and cause of fire at emergency scenes; obtains and preserves evidence.
- Conducts, supervises, and participates in fire and life safety inspections; supervises and participates in the routine inspection of commercial, industrial, residential, and other buildings; supervises and participates in fire sprinkler, alarm, and hydrant flow tests; supervises proper maintenance of hydrants in assigned areas.
- Supervises and participates in public education and public relations activities; coordinates public relations activities and interact with various news media; designs, develops, supervises, and participates in public education programs; may be required to make presentations to schools, service clubs, or other public gatherings on fire and burn prevention.
- Completes and prepares a variety of forms, reports, and recommendations; prepares emergency scene reports; prepares accident, injury, and exposure reports; reviews reports submitted by subordinate staff.
- Supervises and participates in the maintenance and testing of department apparatus and equipment; supervises and conducts maintenance and repairs of radios, pagers, and alert monitors; plans and reviews the maintenance, testing, and repair to self-contained breathing apparatus; supervises and participates in ladder testing and annual pumper and hose tests; evaluates, maintains, and replaces personal protective equipment and station uniforms for assigned personnel; maintains medical aid equipment and supplies.
- Directs and participates in fire station buildings and grounds maintenance; directs the cleaning of quarters, equipment, and apparatus.
- Maintains skill levels, new equipment and procedure familiarization, and certifications that are relevant and/or required for assigned responsibilities; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of fire suppression, fire prevention, emergency medical response, hazardous material response, and technical rescue.

Fire Captain |



- Provides staff assistance to management staff; participates in the development and implementation of emergency plans; prepares and presents staff reports and other correspondence as appropriate and necessary; performs a full range of other departmental administrative duties.
- Administers, oversees, and supervises assigned programs and special projects.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position occasionally works in high, precarious places, has exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, drowning, and asphyxiation. The position entails working in hazardous situations, reactive emergency, natural or man-made disaster, and routine fire prevention environments with travel from site to site, and responding to emergency situations, disasters, or critical incidents. The nature of the work also requires the incumbent to drive motorized vehicles, operate fire suppression and medical response equipment, apparatus, and tools, work in heavy vehicle traffic conditions, work near moving mechanical parts, in areas of limited and restricted entry and exit, and often work with constant interruptions. The noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens. The position wears protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus. This position regularly pushes, pulls, lifts, and/or carries light to moderate weights, frequently lifts and/or moves moderate to heavy weights, and occasionally lifts and/or moves heavy weights.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Fire Captain**. A typical way of obtaining the required qualifications is

Fire Captain |



to possess the equivalent of four years of increasingly responsible fire suppression, emergency medical response, and fire prevention experience comparable to that of a Firefighter/Engineer with the City of St. Helena, and equivalent to the completion of the twelfth grade supplemented by college level course work in fire science, business administration, or related courses and successful completion of a state-certified fire academy and other required certification courses.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license with appropriate endorsements.

Possession of Driver Operator certification.

Possession of Firefighter I and Firefighter II certifications issued by the State of California.

Possession of appropriate, valid EMT and CPR certifications.

Possession of, or ability to obtain Fire Officer certification is desirable.

Possession of, or ability to obtain Fire Prevention Officer, Fire Investigator, and Fire Instructor certification is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services, and activities of an emergency service operation including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and related services and activities; principles and practices of supervision, training, and performance evaluation; basic principles and practices of program development and administration; fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation; operating characteristics, uses, and maintenance requirements of pump engines, fire apparatus, and other fire fighting and emergency medical apparatus and equipment; mechanical and hydraulic principles of fire apparatus; modern and complex principles and practices of fire fighting; principles and practices of disaster preparedness, response, and recovery; methods and techniques of basic life support and rescue; hazardous materials and chemical spill response techniques; principles, methods, and techniques used in confined space and rescue operations; mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects; principles of combustion and cause of fire; principles of building construction and fire protection systems; geography and street layout of the City and surrounding area;



current safety practices as they relate to equipment and procedures involved in the fire service; pertinent federal, state, and local laws, codes, and regulations; methods and techniques of public relations; mathematical concepts and principles; appropriate safety precautions and procedures; record keeping and basic report preparation principles and practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in services and activities of assigned engine company including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated services and activities; direct and coordinate the work of lower level staff; supervise, train, and evaluate staff of an assigned engine company; coordinate and conduct fire training programs; prepare a variety of technical and operational reports; retain presence of mind and act quickly and calmly in emergency situations; analyze emergency situations and develop appropriate courses of action; perform a variety of fire suppression, fire prevention, emergency medical response, and technical rescue activities; drive, operate, and maintain fire suppression, emergency medical, and associated vehicles, apparatus, and equipment safely in varying traffic and weather conditions observing legal and defensive driving practices; perform field calculations of hydraulics for the proper and effective operation of equipment at emergency scenes; properly place vehicles and equipment at emergency scenes for most effective operation; demonstrate mechanical aptitude as required in the operation of firefighting equipment; inspect, troubleshoot, and repair a variety of fire suppression, emergency medical, and associated vehicles, apparatus, and equipment; render emergency medical care as necessary; deal effectively with upset or emotional persons or patients; perform fire inspections and determine cause and origin of fires; interpret and apply applicable federal, state, and local policies, laws, and regulations; prepare and present public information and educational programs; respond to requests and inquiries from the general public; work varied shifts, on weekends or during holidays; demonstrate physical endurance, agility, strength, and stamina in the performance of hazardous tasks under emergency conditions; observe and follow safe fire fighting and work practices; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

CITY OF ST. HELENA

BATTALION CHIEF

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general direction, performs professional fire administrative and managerial duties involved in supervising and coordinating assigned programs, activities, and operations of the Fire Department including operations, fire prevention, training, facility/equipment maintenance, emergency medical services, disaster preparedness, and related programs, services, and operations; serves as Duty Officer for assigned shift and responds to incidents to perform duties as required and/or assume command responsibilities; coordinates assigned activities with other divisions, departments, and outside agencies; provides highly responsible and complex administrative support to the Fire Chief; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Battalion Chief** is the management level classification with accountability for daily fire activities. This classification is responsible for overseeing the development of Department policy and procedures and the attainment of department values, mission and goals. The position personally participates in the more difficult fire work and instructs subordinate staff in methods to be followed. Work is performed in accordance with department policies, procedures, and general orders received from the Fire Chief. This classification performs work having department-wide impact and/or handles special projects.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Fire Chief. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Serves as Duty Officer for assigned shift; responds to alarms as required by departmental policy and assumes command of operations unless relieved of command by a superior officer; responds to emergency medical calls on a first responders basis, as needed.
- Assumes management responsibility for assigned programs, activities, and operations of the Fire Department including operations, fire prevention, training, facility/equipment maintenance, emergency medical services, disaster preparedness, and related programs, services, and operations.

Battalion Chief |



- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs and services; recommends and administers policies and procedures; develops programs related to local, state, and federal mandates.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Oversees and participates in the development and administration of the assigned annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Plans, directs, coordinates, and reviews the work plan for assigned Fire Department staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Participates in the selection and evaluation of assigned personnel; prepares performance evaluations of company captains and reviews evaluations for shift personnel as assigned; implements discipline and termination procedures.
- Oversees the development and implementation of the Department's training programs; develops and implements training programs for fire fighting, emergency medical, and other emergency response services and programs; identifies the fire training needs of company personnel; provides or coordinates staff training and drills in firefighting methods, techniques, and related subjects; works with employees to correct deficiencies; enforces departmental policies and procedures and recommends disciplinary action, as necessary; maintains and reviews training records.
- Oversees the development and implementation of the Department's fire and life safety inspections program; supervises and participates in the inspection of commercial, industrial, residential, and other buildings; supervises and participates in fire sprinkler, alarm, and hydrant flow tests; supervises proper maintenance of hydrants in assigned areas.
- Oversees the development and implementation of the Department's public education and public relations activities; coordinates public relations activities and interacts with various news media; designs, develops, supervises, and participates in public education programs; may be required to make presentations to schools, service clubs, or other public gatherings on fire and burn prevention.
- Oversees the development and implementation of the Department's equipment/apparatus maintenance and testing program; supervises and conducts maintenance and repairs of radios, pagers, and alert monitors; plans and reviews the maintenance, testing, and repair to self-contained breathing apparatus; plans and

Battalion Chief |



supervises ladder testing and annual pumper and hose tests; evaluates, maintains, and replaces personal protective equipment and station uniforms for assigned personnel; maintains medical aid equipment and supplies.

- Supervises and participates in fire cause and origin determinations; determines preliminary origin and cause of fire at emergency scenes; obtains and preserves evidence.
- Completes, prepares, and reviews a variety of forms, reports, schedules, recommendations, and related documentation; prepares emergency scene reports; prepares accident, injury, and exposure reports; reviews reports submitted by subordinate staff including engine company reports.
- Provides staff assistance to the Fire Chief; participates in the development and implementation of emergency plans; prepares and presents staff reports and other correspondence as appropriate and necessary; performs a full range of other departmental administrative duties.
- Serves as liaison for the Fire Department with other divisions, departments, and outside agencies.
- Administers, oversees, and supervises assigned programs and special projects; assists with grant development projects.
- Maintains skill levels, new equipment and procedure familiarization, and certifications that are relevant and/or required for assigned responsibilities; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of fire suppression, fire prevention, emergency medical response, hazardous material response, and technical rescue.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires near and far vision and acute hearing. Additionally, this position may work outdoors in all weather conditions including wet, hot and cold. The position occasionally works in high, precarious places, has exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration. The position entails working in hazardous situations and responding to emergency situations, disasters, or critical incidents. The nature of the work also requires the incumbent to drive



motorized vehicles, operate fire suppression and medical response equipment, apparatus, and tools, work in heavy vehicle traffic conditions, work near moving mechanical parts, and often work with constant interruptions. The noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens. The position wears protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus. This position regularly pushes, pulls, lifts, and/or carries light to moderate weights, frequently lifts and/or moves moderate to heavy weights, and occasionally lifts and/or moves heavy weights.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities for a **Battalion Chief**. A typical way of obtaining the required qualifications is to possess the equivalent of seven years of increasingly responsible fire service experience including three years of supervisory or administrative experience, completion of an Associate's degree in fire science, fire administration, public administration, or a related field, and successful completion of a state-certified fire academy and other required certification courses. A Bachelor's degree from an accredited college or university in a related field, is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Possession of Driver Operator certification.

Possession of Firefighter I, Firefighter II, and Fire Officer certifications issued by the State of California.

Possession of appropriate, valid EMT and CPR certifications.

Possession of, or ability to obtain Fire Prevention Officer, Fire Investigator, and Fire Instructor certification is desirable.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services, and activities of an emergency service operation including fire suppression, fire prevention, emergency medical services, disaster preparedness,



hazardous materials response, and associated programs, services, and operations; principles and practices of program development and administration; principles and practices of municipal budget preparation and administration; principles of supervision, training and performance evaluation; fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation; operating characteristics, uses, and maintenance requirements of pump engines, fire apparatus, and other fire fighting and emergency medical apparatus and equipment; mechanical and hydraulic principles of fire apparatus; modern and complex principles and practices of fire fighting. principles and practices of disaster preparedness, response, and recovery; methods and techniques of basic life support and rescue; hazardous materials and chemical spill response techniques; principles, methods, and techniques used in confined space and rescue operations; mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects; principles of combustion and cause of fire; principles of building construction and fire protection systems; geography and street layout of the City and surrounding area; current safety practices as they relate to equipment and procedures involved in the fire service; pertinent federal, state, and local laws, codes, and regulations; methods and techniques of public relations; mathematical concepts and principles; record keeping and basic report preparation principles and practices; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Oversee and participate in the management of a comprehensive fire program including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; participate in the development and administration of division goals, objectives, and procedures; prepare and administer large program budgets; prepare clear and concise technical, operational, administrative, and financial reports; collect, analyze, and evaluate data and prepare and deliver clear and concise written and oral reports; research, analyze and evaluate new service delivery methods and techniques; retain presence of mind and act quickly and calmly in emergency situations; analyze emergency situations and develop appropriate courses of action; interpret and apply applicable federal, state, and local policies, laws, and regulations; respond to requests and inquiries from the general public; prepare and present public information and educational programs; perform a variety of fire suppression, fire prevention, emergency medical response, and

Battalion Chief |



technical rescue activities; effectively use specialized fire suppression tools and equipment including safety equipment; meet the physical requirements necessary to safely and effectively perform the assigned duties; observe and follow safe fire fighting and work practices; work varied shifts, on weekends or during holidays; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Current Title	New Title	Increase on 07/01/2019	Increase on 01/01/2020
Senior Librarian Assistant	Senior Library Associate	4.3%	2.0%
Maintenance Worker II	Maintenance Worker II - Parks & Trees	--	2.0%
Assistant Engineer	Assistant Engineer	6.9%	2.0%
Accounting Assistant I	Accounting Technician I	21.3%	2.0%
Administrative Assistant	Administrative Assistant	--	2.0%
Plant Operator III - Water	Plant Operator III - Water	11.9%	2.0%
Maintenance Worker II - Water	Maintenance Worker II - Underground Utilities	--	2.0%
Environmental Services Technician	Environmental Services Technician II	4.4%	2.0%
Maintenance Worker II - Water	Maintenance Worker II - Underground Utilities	--	2.0%
Administrative Assistant	Permit Technician II - Planning	--	2.0%
Administrative Assistant	Administrative Records Assistant	5.0%	2.0%
Maintenance Worker I	Maintenance Worker I - Buildings & Streets	10.7%	2.0%
Recreation Supervisor	Recreation Supervisor	14.1%	2.0%
Building Permit Technician II	Permit Technician II - Building	--	2.0%
Maintenance Worker II	Maintenance Worker II - Parks & Trees	--	2.0%
Maintenance Worker I	Maintenance Worker I - Parks & Trees	10.7%	2.0%
Accounting Assistant III	Accounting Technician II	10.1%	2.0%
Recreation Supervisor	Recreation Supervisor	14.1%	2.0%
Maintenance Worker II - Water	Maintenance Worker II - Underground Utilities	--	2.0%
Plant Operator II - Wastewater	Plant Operator II - Wastewater	9.0%	2.0%
Library Assistant I ⁽²⁾	Library Associate II	11.8%	2.0%
Librarian I	Librarian I	1.1%	2.0%
Public Works Superintendent	Trees & Parks Superintendent	--	2.0%
Public Works Superintendent	Buildings & Streets Superintendent	--	2.0%
Senior Librarian Assistant	Senior Library Associate	4.3%	2.0%
HR Administrative Assistant	Human Resources Technician	9.9%	2.0%
Chief Plant Operator - Water	Chief Plant Operator - Water	4.4%	2.0%
Maintenance Worker II - Water	Maintenance Worker II - Underground Utilities	--	2.0%
Senior Librarian	Senior Librarian	7.7%	2.0%
Plant Operator II - Water	Plant Operator II - Water	9.0%	2.0%
Administrative Assistant	Administrative Assistant	--	2.0%
Accounting Technician	Accounting Technician III	7.4%	2.0%

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA EMPLOYEES ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD
JANUARY 1, 2018 THROUGH JUNE 30, 2020

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**ARTICLE 1
PREAMBLE**

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as “City,” and the St. Helena Employees Association, hereinafter referred to as “Association,” pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena’s Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control. As noted in Article 17, the City is in the process of replacing the Employee Handbook with updated policies, has provided notice to the Association of proposed changes, and will meet and confer regarding those changes to the extent required by the MMBA.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting ~~Assistant Technician~~ I, II, ~~III~~
- ~~Accounting Technician~~
- Administrative Assistant
- ~~Administrative Records Assistant~~
- ~~Administrative Secretary~~
- Assistant Engineer
- Associate ~~Civil~~ Engineer
- Assistant Planner
- ~~Associate Planner~~
- ~~Buildings & Streets Superintendent~~
- ~~Building Permit Technician I, II, III~~
- ~~Capital Project Coordinator~~
- ~~Chief Plant Operator – Water & Waste Water~~
- ~~Chief Plant Operator – Wastewater~~
- ~~Chief Water Distribution Operator~~
- ~~Environmental Services Technician I, II~~
- ~~Executive Assistant~~
- ~~Fire Inspector~~
- ~~Human Resources Technician~~
- ~~Human Resources Manager/Accounting Technician II~~
- Junior Engineer
- ~~Lead Maintenance Worker – Buildings & Streets~~
- ~~Lead Maintenance Worker – Parks & Trees~~
- ~~Lead Maintenance Worker – Underground Utilities~~
- Librarian I, II
- Library Assistant I, II
- Library Associate ~~I, II~~
- ~~Maintenance Worker I, II, III – Buildings & Streets~~
- ~~Maintenance Worker I, II – Parks & Trees~~
- ~~Maintenance Worker I, II – Parks, Trees, & Bocce~~
- ~~Maintenance Worker I, II – Underground Utilities~~
- ~~Office Assistant~~
- ~~Parks & Trees Superintendent~~
- ~~Permit Technician I, II, III – Building~~
- ~~Permit Technician I, II, III – Planning~~
- ~~Plant Operator I, II, III – Water & Waste Water~~
- ~~Plant Operator I, II, III - Wastewater~~
- ~~Plant Operator in Training – Water & Waste Water~~

Memorandum of Understanding Between
St. Helena Employees' Association and the City of St. Helena
January 1, 2018 – June 30, 2020
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- Plant Operator in Training – Wastewater
- ~~Recreation Supervisor~~
- ~~Public Works Supervisor~~
- Recreation Supervisor
- Senior Accounting Technician
- Senior Librarian
- ~~Senior Librarian Assistant~~ Associate
- Underground Utilities Superintendent

Memorandum of Understanding Between
St. Helena Employees' Association and the City of St. Helena
January 1, 2018 – June 30, 2020
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ARTICLE 3
ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.
8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4 DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or

Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works, the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Finance Director, the Human Resources & Information Technology, and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home

telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day.

One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted.

The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5 HOURS OF WORK & SCHEDULES

A. **BUSINESS HOURS.**

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Buildings & Streets, Parks & Trees, Underground Utilities~~Water~~, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. **HOURS OF WORK.**

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. **FLEX SCHEDULE.**

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise “take a break” from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. SHEA ATTENDANCE AT BUDGET MEETINGS.

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6 PERSONNEL MATTERS

A. **PROBATIONARY PERIOD.**

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. **EMPLOYEE EVALUATIONS.**

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7 PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. 2018 Salary Schedule Increase: Effective January 9, 2018, the Salary Schedule shall be increased by 2.5% over the 2017 salary schedule.
2. 2019 Salary Schedule Increase: Effective July 1, 2018, the Salary Schedule shall be increased by 3.5% over the 2018 salary schedule.
3. 2020 Salary Schedule Increase: Effective July 1, 2019, the Salary Schedule shall be increased by 7.5% of the market median study in accordance with Attachment A.
- ~~2.4.~~ 2020 Salary Schedule Increase: Effective January 1, 2020, the Salary Schedule shall be increased by 2% over the prior 2020 salary schedule in accordance with Attachment B.

B. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step "A" of the range. Subject to approval of the City Manager for reasons of an applicant's outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

C. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
 - Six (6) months at Step B to become eligible for Step C
 - Six (6) months at Step C to become eligible for Step D
 - Twelve (12) months at Step D to become eligible for Step E
2. Qualifications for Step Increase.
 - a. Employees may be granted a step increase after having served for the designated
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qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.

- b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve

advancement of an employee to a higher step before completion of the normal qualifying period.

D. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco, Oakland-San Jose All Urban Consumers Index.

E. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

F. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Human Resources Director, or, City Manager as soon as possible to seek approval of the overtime work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

G. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

H. STANDBY PAY.

Standby Pay shall be paid at a rate of \$100.00 per weekend to those employees in the Public Works Department who are required to be on Standby on weekends (3:30 p.m. Friday to 7:00 a.m. Monday), \$100.00 per week for those employees who are required to Standby for the week (Monday – Friday) and \$100.00 for those employees who are required to Standby on holidays (3:30 p.m. to 7:00 a.m. of the next regular work day).

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

I. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

J. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

<u>Years of Continuous City Employment</u>	<u>Total Longevity Pay</u>
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

K. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

L. OUT-OF-CLASS PAY.

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

M. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

N. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8 TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

- a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
- b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
- c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

- a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
- b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
- c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
- d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
 Martin Luther King Day (Third Monday in January)
 President's Day (Third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Eve Day (December 24th)
 Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

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by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. PERSONAL CONVENIENCE HOLIDAY

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. SICK LEAVE AND FITNESS FOR DUTY

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

- a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
- b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

- a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
- b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

“Sick leave abuse” shall mean: “any use of sick leave, for purposes other than those identified in this section.” Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

- a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not “separating in good standing” if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

- b. An employee’s termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.
- c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. BEREAVEMENT LEAVE.

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. JURY OR WITNESS DUTY.

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. ADMINISTRATIVE LEAVE WITH PAY.

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. DISCRETIONARY LEAVE WITHOUT PAY.

1. Permissible reasons for leave.

Discretionary Leave Without Pay may be granted by the City Manager as follows:

- a. For personal reasons which are approved by the City Manager.
 - b. For reason of illness in the event Sick Leave has been exhausted.
 - c. In conjunction with Pregnancy Disability or FMLA Leave.
 - d. To pursue a course of education which will increase the employee's usefulness as a City employee.
2. Procedure.
 - a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
 - b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
 - c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
 3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
 - a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
 - b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

- c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
- d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
- e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
- f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
- g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
- h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
- i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

**ARTICLE 9
CERTIFICATION AND OTHER BENEFITS**

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to \$500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed \$6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars (\$50.00) per month for:

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

b. Fifty Dollars (\$50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: ~~Public Works Supervisor~~Buildings & Streets Superintendent, Parks & Trees Superintendent, Underground Utilities Superintendent, Maintenance Worker I, Maintenance Worker II, ~~Maintenance Worker III~~, Maintenance Lead Worker, ~~Chief Water Distribution Operator~~, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

a. Employees Assigned to ~~Water Distribution~~Underground Utilities and Public Works

For employees assigned to ~~Water Distribution~~Underground Utilities and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$35.49 per pay period.

b. Employees Assigned to Parks ~~&~~ Trees-Buildings & Streets

For employees assigned to Parks ~~&~~ Trees-Buildings & Streets, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$33.06 per pay period.

c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The value of these uniforms is \$9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is \$5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is \$11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. **TOOLS AND EQUIPMENT.**

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars (\$150.00) per year.
4. Care of Tools and Equipment.
Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

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ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a \$25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional \$20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

**ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED
COMPENSATION AND DEPENDENT CARE ASSISTANCE**

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

a. 2% at 55 Pension Formula

The “2% @ 55” retirement program will be available to employees covered by this Section.

b. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

c. Required Employee Contributions

i. Member Contribution

Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

ii. Pension Cost Sharing

Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before December 31, 2012, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The “2% @ 60” retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

- i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.
- ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City’s required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Unit Member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars (\$50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to \$5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
 - a. That continued enrollment has the approval of the insurance company concerned.
 - b. Enrollment will cease at such time as the City terminates or converts an insurance program.
 - c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
 - d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. **DEADLINES.**

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources ~~Manager~~ & Information Technology Director by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's Appeal hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the procedures set forth below. An employee, who fails to appeal the disciplinary action within the

fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.

- a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
- b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
- e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Association.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson .

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel, or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

- b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.
- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.
- e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

**ARTICLE 15
LAYOFF PROCEDURE**

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

**ARTICLE 16
SEPARABILITY**

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

ARTICLE 17 **TERM & COMPLETION OF NEGOTIATIONS**

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on January 1, 2018 and shall expire on June 30, 2020.

Negotiations for the reopeners described below for FY 2019/2020 will commence in time to be concluded by adoption of the FY 2019/2020 budget.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer regarding any proposed changes to Article 7 (Pay Plan) for FY 2019/2020 after reviewing the results of the classification and compensation study secured by the City.
- The parties agree to meet and confer on any mandatory subjects of bargaining (as defined by the MMBA) associated with any City-proposed changes to the job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

+++++

**ARTICLE 18
SIGNATURES**

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

ST. HELENA EMPLOYEES ASSOCIATION

REPRESENTATIVE

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2018~~9~~-__

CITY MANAGER

CITY OF ST. HELENA

RESOLUTION NO. 2019-____

Authorizing (1) classification and compensation study recommendations for St. Helena Employee Association (SHEA); (2) approving classification changes for those miscellaneous members recommended for reclassification as noted on the publicly available salary schedules; (3) authorizing and approving implementation of compensation adjustments for all SHEA employees to be within 7.5% of the market median study effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; (4) duly approving and adopting publicly available compensation schedules in accordance with California Code Section 570.5; (5) approving the amendments to the SHEA Memorandum of Understanding; (6) and adopting all job descriptions for City employees.

RECITALS

- A. The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City continues to abide by the Government Code when establishing and reporting compensation for its employees; and
- B. In accordance with the California Code of Regulations (CCR) Title 2, Section 570.5, each instance that there is a change in an employee's salary schedule, the Human Resources Department presents the pay schedule to be duly approved and adopted by the City Council in accordance with requirements of applicable public meeting laws; and
- C. On June 8, 2018, City Council approved Resolution 2018-74 authorizing the City Manager to execute a professional services agreement with Ralph Anderson and Associates (Consultant) to conduct a classification and compensation study; and
- D. Comparable agencies for the compensation portion were presented at the Classification and Compensation Study update to the City Council on September 11, 2018; and
- E. City staff met with the St. Helena Employee Association (SHEA) representatives to discuss the pay plan for FY 2019/2020; and

F. SHEA is in support of the classification and compensation recommendations.

RESOLUTION

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

1. Authorizes and approves classification and compensation study recommendation; and
2. Approves classification changes for those miscellaneous members recommended for reclassification as noted on the publicly available salary schedules; and
3. Authorizes and approves implementation of compensation adjustments for all SHEA employees to be within 7.5% of the market median study effective July 1, 2019; and a 2% salary adjustment for all SHEA members effective January 1, 2020; and
4. Duly approves and adopts publicly available compensation schedules in accordance with California Code Section 570.5; and
5. Approves the amendments to the SHEA Memorandum of Understanding; and
6. Adopts all job descriptions for City employees.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Christopher Hartley and Ratifying the City Manager's Appointment to serve as the Police Chief; and in accordance with California Code Section 54953(c)(3) the recommended final action for Police Chief beginning December 10, 2019 provides for an annual base salary of \$145,869 with the following benefits, use of a City vehicle, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Member formula of 3% at 50, final compensation based on highest 12-month period.

CEQA Not a CEQA project
Determination:

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City's Police Chief resigned in September 2018, at which time the City appointed an Interim Police Chief. The Interim Police Chief vacated the position in June 2019, upon which Christopher Hartley was appointed Acting Police Chief and has been serving in that capacity since.

DISCUSSION

Christopher Hartley has been employed by the City of St. Helena's Police Department for over 20 years. He has served in the capacity of Sergeant and was promoted to Lieutenant in September 2016. Due to the vacancy of the Police Chief, Christopher

Hartley was appointed Acting Police Chief in June 2019 and has been providing strong leadership, as well as high-quality customer service to the St. Helena community. Mr. Hartley meets all other requirements for the Police Chief position. In recognition of Mr. Hartley's 20 years of public service to the City of St. Helena and consistent with other Department Directors, the City Manager recommends a three month severance payment which is one month longer than stated in the Unrepresented Employee policy.

FISCAL IMPACT

Funding for this position is included in the FY 19/20 adopted budget and is funded by the General Fund.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution approving the Employment Agreement with Christopher Hartley and ratifying the City Manager's Police Chief appointment.

ATTACHMENTS

[Employment Agreement C. Hartley](#)

[2019-126 Unrepresented Comp Program adopted 2019-10-22](#)

[Resolution - Ratifying the City Manager's Appointment of Christopher Hartley as the Police Chief and Approving an Employment Agreement with Christopher Hartley](#)

Christopher Hartley Employment Agreement
City of St. Helena
Page 1 of 7

EMPLOYMENT AGREEMENT FOR POLICE CHIEF

Between

CITY OF ST. HELENA AND CHRISTOPHER HARTLEY

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of December 10, 2019, between THE CITY OF ST. HELENA, a municipal corporation (City), and CHRISTOPHER HARTLEY (Chief or Employee), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Christopher Hartley as Police Chief for the City of St. Helena.

WHEREAS, Christopher Hartley desires to serve as Police Chief of the City of St. Helena beginning on December 10, 2019.

WHEREAS, Christopher Hartley has the necessary education, experience, skills and expertise to serve as the City's Police Chief; and

WHEREAS, The City Manager, as appointing power, and Christopher Hartley desire to agree in writing to the terms and conditions of Christopher Hartley's employment as Police Chief.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. **Powers and Duties of the Police Chief**

(a) Chief shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign.

(b) Chief shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Chief shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

Christopher Hartley Employment Agreement
City of St. Helena
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- (d) Chief shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Police Chief.
- (e) Chief shall devote full time to the performance of his duties; the Chief shall notify the City Manager of any outside employment, which employment shall not interfere with the Chief's City job duties, pose a conflict of interest, or be inappropriate for a City employee.
- (f) Chief shall maintain a valid California Driver's License as a condition of his employment unless it is not possible because of a documented medical reason.

2. Term

This Agreement is effective December 10, 2019, and will continue in effect until terminated as provided herein. As stated in Section 3, Chief's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Chief's employment shall be deemed to have an unexpired term of two (2) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Chief is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause and with or without advance notice. Chief understands and agrees that Chief has no constitutionally-protected property or other interest in City employment, (2) there is no express or implied promise made to the Chief for any form of continued employment and (3) upon termination of this Agreement, the Chief understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Chief and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Police Chief; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

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City of St. Helena
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4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement.** The City Manager and Chief may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City.** The City Manager may, in exercise of the City Manager's sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Chief.

(c) **Severance.** Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Chief is still willing and able to perform the duties of Police Chief, the Chief shall be eligible for up to three (3) months' base salary, less applicable deductions. Such severance would be in addition to payout of applicable accrued leaves as provided in this Agreement together or under California and federal law. No time served by the Chief after notice of the termination shall be debited from the period of severance pay. Eligibility for such severance payment is expressly conditioned upon Chief's execution of (i) a waiver and release of any and all of Chief's claims against City to the full extent permitted by law, and (ii) a covenant not to sue. However, in the event the Chief is terminated for cause, the Chief shall be entitled to only the compensation earned and accrued to the date of termination, and to such other termination benefits and payments as may be required by law. Chief shall not be entitled to any severance benefits if terminated for cause.

(d) **Resignation by Chief.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Chief to resign at any time from his position as Police Chief. Chief may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Chief shall give the City thirty (30) days written notice of his intention to resign.

(e) **Rights and Remedies of Chief upon Termination.** Nothing in this Agreement is intended to, or does, confer upon Chief any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, unless Chief is entitled to a name clearing hearing under California or federal law. If Chief contests a termination for cause, Chief's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined herein. If the court determines there was no such "cause," Chief shall receive the severance pay provided in this subsection, but no other damages, costs, fees or litigation expenses.

(f) **Resignation in Lieu of Termination.** If the Chief is terminated without cause, the Chief shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Chief resigned, and Chief would remain eligible for severance as provided in subsection (c) above.

Christopher Hartley Employment Agreement
City of St. Helena
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(g) **Administrative Leave.** The City Manager may place the Chief on administrative leave with or without pay for any legitimate business purposes (e.g. pending investigation of any allegations of misconduct.)

5. Compensation and Benefits.

(a) City agrees to pay Chief for his services pursuant to the City's publicly available salary schedule for the Police Chief. Effective December 10, 2019, the Chief shall be placed at Step A of the then-current Police Chief's salary schedule (\$145,869). Salary for the Chief shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager, subject to compensation levels set by the City Council. The Chief shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) **Performance Review.** The City Manager shall evaluate the Chief's performance by approximately June 30, 2020 and at least annually thereafter.

(c). **CalPERS.** Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a Classic Member (3%@50), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program and makes no promises regarding any particular level of benefits that will be provided under that program.

(d). The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Chief's gross pay.

(e) Chief shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program (attached hereto as **Exhibit A**), as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Chief's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) **Discretionary Leave.**

(i) Chief shall receive accruals based on original hire date of May 16, 1999, which is 20 days per year. On the Chief's 25th anniversary and every five years thereafter, one additional day will be awarded on that year. The maximum amount of accrued vacation may not exceed 380 hours.

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(ii) Chief shall receive five (5) days of paid floating holidays awarded January 1st of each full year of employment. Chief shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited.

(iii) For purpose of calculating Vacation accruals and Floating Holidays; time shall be based on the Chief's initial date of hire with the City.

(g) Vehicle Allowance. Chief will have access and full use of a City vehicle for City business and may drive the City vehicle home so that the City vehicle will be available for use for City business outside of regular business hours.

(h) Communications. Chief will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(i) Professional Development and Training. Subject to advance approval by the City Manager and the City Council's budgetary parameters, City shall pay for Chief's annual training and membership to essential professional associations.

(j) Hours of Work. The Chief is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief position. If mutually agreed to between the City Manager and the Chief, the Chief may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City at separation. Return of City property is an express condition precedent to eligibility for severance under this Agreement. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Chief shall keep all privileged or otherwise confidential information acquired during City employment in the strictest confidence, and this obligation shall survive termination of City employment and termination of this Agreement.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief's duties as Police Chief. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered

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City of St. Helena
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thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Chief:

(a) In the event Chief is placed on paid leave pending an investigation, Chief shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for Chief's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Chief may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

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

TO EMPLOYEE: Christopher Hartley
Last home address on file with the City

Christopher Hartley Employment Agreement
City of St. Helena
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12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Chief and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Chief may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Chief acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters into this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Police Chief have entered into and executed this Agreement as of the 10th day of December, 2019.

CITY OF ST. HELENA
A Municipal Corporation

POLICE CHIEF

By: _____
Mark T. Prestwich
City Manager

By: _____
Christopher Hartley

Approved as to Form:

By: _____
Kara K. Ueda
City Attorney

**UNREPRESENTED COMPENSATION
PROGRAM
(Sixth Amendment)**

January 1, 2018 – June 2020

Approved October 22, 2019

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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- [Section 1.2 Purpose of the Unrepresented Employee Compensation Program](#)
- [Section 1.3 Employees Covered](#)
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SECTION 3: EMPLOYEE SALARY COMPENSATION

- [Section 3.1 Annual Salary Adjustments](#)
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SECTION 4: RETIREMENT BENEFITS

- [Section 4.1 Tier One: Pension Formulas](#)
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- [Section 4.4 Cost Sharing Implementation – All Tiers](#)
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- [Section 5.2 Life Insurance](#)
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SECTION 6: HOLIDAYS

SECTION 7: VACATION LEAVE

- [Section 7.1 Vacation Entitlement](#)
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SECTION 8: EXECUTIVE LEAVE

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SECTION 12: TERMINATION ALLOWANCE

<u>Section 12.1</u>	<u>Severance Pay</u>
<u>Section 12.2</u>	<u>Allowance Schedule</u>

SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

- A. At-Will Executive Management
- Finance Director
- Fire Chief
- Library Director
- Planning & Building Director
- Police Chief
- Public Works Director

Parks & Recreation Director
Human Resources & Information Technology Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Finance Manager
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Operations Manager

C. Confidential

Assistant to the City Manager
Finance Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 *Exempt Status of Employees Covered:*

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective in July 2018 on the first full payroll period of Fiscal 2018-19, unrepresented employees will receive a three and one-half (3 ½) percent salary increase.

3.1.2 Upon completion of the Citywide Classification and Compensation study and any City Council action that is taken as a result of recommendations identified from the study, unrepresented members and the City will commence a reopener for Fiscal Year 2019/2020.

3.2 *Salary Schedule:*

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 *Confidential Pay Differential:*

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 *Bilingual Pay:*

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 *Out-Of-Class Pay*

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The "2% @ 55" (for miscellaneous employees) or "3% @ 50" (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City’s costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences

work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.

SECTION 6: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year

with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor, or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California

Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 *Leave of Absence Without Pay:*

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 *Military Leave:*

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related

to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$750. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

CITY OF ST. HELENA

RESOLUTION NO. 2019-__

Ratifying the City Manager's Appointment of Christopher Hartley as the Police Chief and approving an employment agreement between the City of St. Helena and Christopher Hartley; and in accordance of California Code Section 54953(c)(3) the recommended final action for the Police Chief beginning December 10, 2019 provides for an annual base salary of \$145,869 with the following benefits, use of a City vehicle, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at Classic Member formula of 3% at 50, final compensation based on highest 12-month period.

RECITALS

- A. Christopher Hartley has served the City of St. Helena's Police Department since 1999; and
- B. Since June 2019, Christopher Hartley has been serving as the City's Acting Police Chief and has been providing strong leadership and high-quality customer service to the community.

RESOLUTION

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

- 1. Ratify City Manager's appointment of Christopher Hartley as Police Chief; and
- 2. Approve and authorize the City Manager to enter into an employment agreement effective December 20, 2019 with Christopher Hartley as the Police Chief of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Maya DeRosa and Ratifying the City Manager's Appointment to serve as the Planning & Building Director; and in accordance with California Code Section 54953(c)(3) the recommended final action for Planning & Building Director beginning January 13, 2020 provides for an annual base salary of \$170,061 with the following benefits, vehicle allowance of \$200 per month, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a New Member (PEPRA) formula of 2% at 62, final compensation based on highest average during a 36 consecutive months period.

CEQA Not a CEQA project
Determination:

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City's Planning & Building Director resigned in June 2019. Since this time, the City conducted three recruitments for the Planning & Building Director position. Mayor Ellsworth, Council Member Koberstein, and Planning Commission Chair Lester Hardy assisted the City Manager and Senior Planner Aaron Hecock with interviews of top candidates from the third recruitment on November 14, 2019.

DISCUSSION

After interviews with many talented candidates, Maya DeRosa has been selected to serve as the City's next Planning & Building Director. Ms. DeRosa has over 25 years of experience in municipal government and most recently served as the Director of Planning and Building for the City of Healdsburg. She is a certified American Institute of Certified Planners (AICP) urban planner and meets all other requirements for the Director position. In recognition of Ms. DeRosa's 25 years of public service the City Manager recommends a three month severance payment, consistent with other City department directors (one month longer than stated in the Unrepresented Employee policy) and increasing the vacation accrual to 15 days paid vacation during each full year of her first five years of employment.

FISCAL IMPACT

Funding for this position is included in the FY 19/20 adopted budget and is funded by the General Fund.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution approving the Employment Agreement with Maya DeRosa ratifying the City Manager's Planning and Building Director appointment.

ATTACHMENTS

[Employment Agreement DeRosa Final](#)

[2019-126 Unrepresented Comp Program adopted 2019-10-22](#)

[Resolution - Ratifying the City Manager's Appointment of Maya DeRosa as the Planning & Building Director and Approving an Employment Agreement with Maya DeRosa](#)

Maya DeRosa Employment Agreement
City of St. Helena
Page 1 of 7

EMPLOYMENT AGREEMENT FOR PLANNING & BUILDING DIRECTOR

Between

CITY OF ST. HELENA AND MAYA DEROSA

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of December 10, 2019, between THE CITY OF ST. HELENA, a municipal corporation (City), and MAYA DEROSA (Director or Employee), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Maya DeRosa as Planning & Building Director for the City of St. Helena.

WHEREAS, Maya DeRosa desires to serve as Planning & Building Director of the City of St. Helena beginning on January 13, 2020.

WHEREAS, Maya DeRosa has the necessary education, experience, skills and expertise to serve as the City's Planning & Building Director; and

WHEREAS, The City Manager, as appointing power, and Maya DeRosa desire to agree in writing to the terms and conditions of Maya DeRosa's employment as Planning & Building Director.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Planning & Building Director

(a) Director shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign.

(b) Director shall perform her duties to the best of her ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Planning & Building Director.

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City of St. Helena
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(e) Director shall devote full time to the performance of her duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Director shall maintain a valid California Driver's License as a condition of her employment unless it is not possible because of a documented medical reason.

2. Term

This Agreement is effective January 13, 2020, and will continue in effect until terminated as provided herein. As stated in Section 3, Director's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of two (2) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment and (3) upon termination of this Agreement, the Director understands that she has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Planning & Building Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement.** The City Manager and Director may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City.** The City Manager may, in his or her sole and

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unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.

(c) **Severance.** Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Planning & Building Director, the Director shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. However, in the event the Director is terminated for cause, the Director shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Director shall not be entitled to any severance benefits.

(d) **Resignation by Director.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Director to resign at any time from her position as Planning & Building Director. Director may terminate this Agreement by submitting written notice of her resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of her intention to resign.

(e) **Rights and Remedies of Director upon Termination.** Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate her employment, unless Director is entitled to a name clearing hearing under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

(f) **Resignation in Lieu of Termination.** If the Director is terminated without cause, the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director resigned.

(g) **Administrative Leave.** The City Manager may place the Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Director for her services pursuant to the City's publicly available salary schedule for the Planning & Building Director. Effective January 13, 2020, the Director shall be placed at Step E of the Planning & Building Director's salary schedule (\$170,061 **Includes a 2% salary adjustment effective January 1, 2020*).

Salary for the Director shall be payable in instalments at the same time as other employees of City are paid and subject to all applicable payroll taxes and

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withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) Performance Review. The City Manager shall evaluate the Director's performance by July 31, 2020 and at least annually thereafter.

(c). CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a PEPR Member (2%@62), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program and makes no promises regarding any particular level of benefits that will be provided under that program.

(d). The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Director's gross pay.

(e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Director shall receive fifteen (15) days paid vacation during each full year of her first five years of employment. Upon commencing employment, the Director shall receive forty (40) hours of vacation as an advance accrual of vacation time. Upon completion of year five (5), the Director may accrue sixteen (16) days paid vacation annually. During years six (6) through ten (10), the Director may accrue an additional eight (8) hours of vacation per year up to twenty (20) days. On the Director's 25th anniversary and every five years thereafter, one additional day will be awarded on that year. The maximum amount of accrued vacation may not exceed 280 hours.

(g) Director shall receive two (2) days of paid floating holidays awarded January 1st of each full year of her first five (5) years of employment. Upon completion of year five (5), the Director will be awarded three (3) additional days of floating holidays per year for a total of five (5). Director shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating

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Vacation accruals and Floating Holidays; time shall be based on the Director's initial date of hire with the City.

(h) Vehicle Allowance. Director will receive a Vehicle Allowance of \$200 per month.

(i) Communications. Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(j) Professional Development and Training. City shall pay for Director's annual training and membership to essential professional associations.

(k) Hours of Work. The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Planning & Building Director. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Director:

(a) In the event Director is placed on paid leave pending an investigation, Director shall reimburse such pay to City if she is subsequently convicted of a crime

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that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

(b) In the event City pays for Director’s legal criminal defense, she shall fully reimburse such funds to the City if she is subsequently convicted of a crime that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Director may receive from City must be fully reimbursed to City if she is subsequently convicted of a crime that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

9. Attorney’s Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

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

TO EMPLOYEE: Maya DeRosa
 Last home address on file with the City

12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Director and the City Manager and approved by the City Council.

13. Severability

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If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Director may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Director acknowledges that she has had the opportunity to receive legal representation and advice in connection with this Agreement and that she voluntarily enters into this Agreement fully informed about the rights and obligations she assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Planning & Building Director have entered into and executed this Agreement as of the 10th day of December, 2019.

CITY OF ST. HELENA
A Municipal Corporation

PLANNING & BUILDING
DIRECTOR

By: _____
Mark T. Prestwich
City Manager

By: _____
Maya DeRosa

Approved as to Form:

By: _____
Kara K. Ueda
City Attorney

**UNREPRESENTED COMPENSATION
PROGRAM
(Sixth Amendment)**

January 1, 2018 – June 2020

Approved October 22, 2019

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

- A. At-Will Executive Management
- Finance Director
- Fire Chief
- Library Director
- Planning & Building Director
- Police Chief
- Public Works Director

Parks & Recreation Director
Human Resources & Information Technology Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Finance Manager
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Operations Manager

C. Confidential

Assistant to the City Manager
Finance Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 *Exempt Status of Employees Covered:*

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective in July 2018 on the first full payroll period of Fiscal 2018-19, unrepresented employees will receive a three and one-half (3 ½) percent salary increase.

3.1.2 Upon completion of the Citywide Classification and Compensation study and any City Council action that is taken as a result of recommendations identified from the study, unrepresented members and the City will commence a reopener for Fiscal Year 2019/2020.

3.2 *Salary Schedule:*

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 *Confidential Pay Differential:*

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 *Bilingual Pay:*

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 *Out-Of-Class Pay*

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The "2% @ 55" (for miscellaneous employees) or "3% @ 50" (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City’s costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences

work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.

SECTION 6: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year

with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor, or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California

Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 *Leave of Absence Without Pay:*

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 *Military Leave:*

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related

to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$750. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

CITY OF ST. HELENA

RESOLUTION NO. 2019-__

Ratifying the City Manager's Appointment of Maya DeRosa as the Planning & Building Director and approving an employment agreement between the City of St. Helena and Maya DeRosa; and in accordance of California Code Section 54953(c)(3) the recommended final action for the Planning & Building Director beginning January 13, 2020 provides for an annual base salary of \$170,061 with the following benefits, vehicle allowance of \$200 per month, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at New Member (PEPRA) formula of 2% at 62, final compensation based on highest average during a 36 consecutive months period.

RECITALS

- A. The City of St. Helena conducted a recruitment process for a Planning & Building Director; and
- B. Maya DeRosa participated in that process and ultimately emerged as the preferred candidate.

RESOLUTION

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

- 1. Ratify City Manager's appointment of Maya DeRosa as Planning & Building Director; and
- 2. Approve and authorize the City Manager to enter into an employment agreement effective January 13, 2020 with Maya DeRosa as the Planning & Building Director of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution (1) authorizing the City Manager to execute Amendment No. 1 to STH Contract: 2017-059 in the amount of \$54,000 with Mead and Hunt for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment for a total not-to-exceed amount of \$124,000; (2) amending the CIP budget to include Project W18-119 Bell Canyon Spillway Assessment; (3) and authorizing a budget of \$27,000 to design in CIP Project W18-119 with funding available in Fund 763, Water Capital Improvement

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

Prepared By: Martin Beltran, Management Analyst

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena's two active reservoir facilities fall under the jurisdiction of the Division of Safety of Dams (DSOD), a division of the State's Department of Water Resources. DSOD regularly inspects the City's reservoirs and provides the City with enforcement orders as necessary, and oversees alterations and assessments of the reservoirs' various systems and structures.

The 2017 State Legislature approved legislation aimed at improving dam safety throughout the State and tasked DSOD with enforcing a number of new activities required for reservoir owners. These include spillway assessment at Bell Canyon Reservoir, inundation mapping at both reservoirs, and crafting Emergency Action Plans for both reservoirs.

On September 12, 2017, the City and Mead and Hunt ("Consultant") entered into an Agreement for the Consultant to provide professional services in connection with the project described as Inundation Mapping, Emergency Action Plan Development, and as-needed Dam Safety, Stability, and Engineering Support for Bell Canyon and St. Helena Lower Reservoir Facilities. The total contract amount was not-to-exceed \$70,000.

DISCUSSION

The City submitted the Emergency Action Plans (EAP) to the DSOD on June 18, 2019, for review and comments. It was anticipated a single submission was all that would be necessary; therefore, CIP Project No. W18-119 Bell Canyon Spillway Assessment was not included in the current fiscal year CIP since all other work on the project had been completed.

On August 15, 2019, the City received comments and a request for revisions from the DSOD on both plans. The City then requested Mead and Hunt provide additional cost and scope to complete the revisions and additional round of comments from the DSOD. Based on Mead and Hunts' experience working on other plan submittals, it is expected several additional submittals may be required before plans are approved. The original contract with Mead and Hunt has been fully expended. Staff is recommending an increase of \$54,000 to the Mead and Hunt contract based on time and materials to complete the work.

Mead and Hunt will provide the technical assistance needed to address California Office of Emergency Services (Cal OES) comments on the EAPs for Bell Canyon and St. Helena Lower Dams. The EAP comments provided by Cal OES will be addressed by Mead and Hunt with input, as needed, from the City. This proposal assumes up to five rounds of Cal OES comments as the EAPs progress through their three-tiered review process, which includes staff, panel, and deputy director reviews.

FISCAL IMPACT

The contract is currently funded from the Water Enterprise Fund and charged equally between two Capital Improvement Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment. With the \$27,000 increase, W-108 Lower Reservoir Rehabilitation remains within the respective project budget of \$210,695. However, W18-119 Bell Canyon Spillway Assessment was not included in the current fiscal year CIP budget and requires a budget of \$27,000 which is available in Fund 763, Water Capital Improvement.

RECOMMENDED ACTION

Staff recommends City Council approve a resolution (1) authorizing the City Manager to execute Amendment No. 1 to STH Contract: 2017-059 in the amount of \$54,000 with Mead and Hunt for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment for a total not-to-exceed amount of \$124,000; (2) amending the CIP budget to include Project W18-119 Bell Canyon Spillway

Assessment; (3) and authorizing a budget of \$27,000 to design in CIP Project W18-119 from Fund 763, Water Capital Improvement.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Amendment No. 1 Mead and Hunt](#)

[Attachment 3: Executed Professional Services Agreement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019- _____

Resolution (1) authorizing the City Manager to execute Amendment No. 1 to STH Contract: 2017-059 in the amount of \$54,000 with Mead and Hunt for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment for a total not-to-exceed amount of \$124,000; (2) amending the CIP budget to include Project W18-119 Bell Canyon Spillway Assessment; (3) and authorizing a budget of \$27,000 to design in CIP Project W18-119 with available funding from Fund 763, Water Capital Improvement.

RECITALS

- A. On September 12, 2017, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Inundation Mapping, Emergency Action Plan Development for Bell Canyon and St. Helena Lower Reservoir Facilities; and
- B. The Agreement's current Scope of Services does not include the funds or the additional work needed to address additional Cal OES comments for the Bell Canyon and St. Helena Lower Dams; and
- C. The Mead and Hunt contract is currently funded from the Water Enterprise Fund and charged equally between two Capital Improvement Projects (CIP): W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment; and
- D. The proposed amendment with Mead and Hunt for an amount of \$54,000 includes up to five rounds of additional Cal OES comments as the Emergency Action Plans progress through their three-tiered review process, which includes Cal OES staff, panel, and deputy director reviews; and
- E. There is sufficient funding available in the W-108 Lower Reservoir Rehabilitation project budget to complete the \$27,000 in additional work; and

- F. The W18-119 Bell Canyon Spillway Assessment project was not included in the current fiscal year budget and will need to be added as well as additional funding transferred to the design budget; and
- G. There is sufficient funding available in Fund 763, Water Capital Improvement to allocate an additional \$27,000 for W18-119.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement with Mead and Hunt; STH Contract No: 2017-059 for an additional \$54,000 for CIP Projects: W-108 Lower Reservoir Rehabilitation and W18-119 Bell Canyon Spillway Assessment; and
2. Amend the CIP budget to include Project W18-119 Bell Canyon Spillway Assessment; and
3. Authorize a budget of \$27,000 to design in CIP Project W18-119 with funding allocated from Fund 763, Water Capital Improvement.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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

AMENDMENT NO. 1**TO PROFESSIONAL SERVICES AGREEMENT WITH MEAD AND HUNT; STH CONTRACT NO: 2017-059 FOR ST. HELENA DAM SAFETY SERVICES, CAPITAL IMPROVEMENT PROJECTS: W-108 LOWER RESERVOIR REHABILITATION AND W18-119 BELL CANYON SPILLWAY ASSESSMENT**

This First Amendment to Professional Services Agreement STH Contract: 2017-059 dated September 12, 2017 ("Agreement") is made as of this ____ day of _____, 2019 by and between the City of St. Helena, a municipal corporation ("City"), and Mead and Hunt. ("Consultant").

RECITALS

- A. On September 12, 2017 the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Inundation Mapping, Emergency Action Plan Development for Bell Canyon and St. Helena Lower Reservoir Facilities; and
- B. The Agreement's current Scope of Services does not include the funds or the additional work needed to address additional Cal OES EAP comments for the Bell Canyon and St. Helena Lower Dams; and
- C. The additional funding is necessary to allow Mead and Hunt to provide additional consulting services to the City; and
- D. City and Consultant now desire to amend the Agreement with Consultant for the purpose of providing additional consulting services to the City. Including assistance addressing California Office of Emergency Services (Cal OES) comments on the Emergency Action Plans (EAP) for Bell Canyon and St. Helena Lower Dams. The EAP comments provided by Cal OES will be addressed by Mead and Hunt with input, as needed, from the City. This proposal assumes up to five rounds of Cal OES comments as the EAPs progress through their three-tiered review process, which includes Cal OES staff, panel, and deputy director reviews..

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. **Section 1. Basic Services**
Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.
- 2. **Section 3. Time of Completion**
The time of completion of services shall be as identified in Exhibit A, "Scope of Work" attached hereto.
- 3. **Section 4.A. Compensation and Method of Payment**, is amended to read as follows:
"Total compensation shall not exceed \$124,000.00..."

Page 1 of 5

First Amendment to Professional Services Agreement
Consultant: Mead and Hunt

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By:  _____

Print Name: Mark T. Prestwich

Print Name: Nathan Rockwood

Title: City Manager

Title: Vice President

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A: "Scope of Work"

Exhibit B: "Compensation"

EXHIBIT A**“Scope of Work”****Project Understanding**

The following scope of work will address the California Office of Emergency Services (Cal OES) comments on the Emergency Action Plans (EAP) for Bell Canyon and St. Helena Lower Dams. The EAP comments provided by Cal OES will be addressed by the Consultant with input, as needed, from the City. The scope of work assumes up to five rounds of Cal OES comments as the EAPs progress through their three-tiered review process, which includes staff, panel, and deputy director reviews.

Additional Services

After receipt of authorization to proceed, the Consultant shall complete the following tasks:

Address Cal OES EAP Comments for Bell Canyon and St. Helena Lower Dams

- Prepare Cal OES comment responses for City review and comment.
- Incorporate any City comments and re-submit EAPs to Cal OES.

Project Schedule

The Consultant shall complete round one Cal OES comment responses within one month of receipt of notice to proceed to the City for review and comment. After City comments are received, Mead & Hunt shall re-submit revised EAPs to Cal OES within two weeks of receipt of City comments.

Additional rounds of Cal OES comments, up to four additional rounds or as budget remains, will be addressed and submitted to the City for review and comment by the Consultant within one month of receipt. The Consultant will re-submit EAPs to Cal OES within two weeks upon receipt of any City comments, for each corresponding round. It is anticipated that this work will be completed prior to December 31, 2020.

Project Assumptions

- All submittals will be electronic.
- Project budget includes up to five (5) rounds of Cal OES comment responses per dam.
- Additional rounds of Cal OES comments, exceeding five (5), will be addressed to the extent that budget remains.

- Work exceeding the budgeted cost will require City authorization and approval of an addendum.

Compensation

The work described under the Additional Services will be performed on a time-and-expense basis in accordance with the Exhibit B to this amendment. The estimate of probable engineering cost of services is \$54,000, which is based on an estimated average 24 hours of labor per round of comments, per dam.

EXHIBIT B

“Compensation”

Standard Billing Rates

Clerical	\$77.00 / hour
Technical Editor	\$110.00 / hour
Senior Editor	\$178.00 / hour
Registered Land Surveyor	\$140.00 / hour
Accounting, Administrative Assistant	\$98.00 / hour
Technician I, Technical Writer	\$98.00 / hour
Technician II, Surveyor - Instrument Person	\$113.00 / hour
Technician III	\$130.00 / hour
Technician IV	\$145.00 / hour
Senior Technician	\$154.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$125.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$143.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$178.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$197.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$227.00 / hour
Senior Associate	\$253.00 / hour
Principal	\$276.00 / hour
Senior Client/Project Manager	\$276.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2019, and will remain in effect until December 31, 2019, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

CITY OF ST. HELENA

RESOLUTION No. 2017-117

Resolution Authorizing the City Manager to execute a Professional Service Agreement with Mead & Hunt in the amount of \$70,000 Bell Canyon and St. Helena Lower Reservoir for Inundation Mapping, Emergency Action Plan Development and as-needed Dam Safety, Stability and Engineering Support.

RECITALS

- A. The City of St. Helena operates and maintains reservoir facilities to provide customers with reliable safe water for drinking and other uses; and
- B. The City's reservoir facilities require on-going assessments, engineering, upgrades and maintenance; and
- C. The City's reservoir facilities are regulated by the Division of Dam Safety, which from time-to-time requires the City to perform various engineering studies, safety assessment and replace aging structures and systems at the facility; and
- D. The Division of Dam Safety has required the City perform Inundation Mapping and Emergency Action Plan Development at the Bell Canyon Reservoir and St. Helena Lower Reservoir; and
- E. City staff release an Request for Proposals to attract qualified consulting engineers to assist the City with the engineering and analysis required to complete the work; and
- F. City staff reviewed five proposals and found Mead & Hunts to be highly qualified and cost competitive as relating to the Inundation Mapping, Emergency Action Plan Development and as-needed Dam Safety, Stability and Engineering Support.

RESOLUTION

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

1. Approves the Professional Service Agreement with Mead & Hunt in the amount of \$70,000 for the Inundation Mapping and Emergency Action Plan Development, and as needed Dam Safety, Stability and Engineering Support and authorizes the City Manager to execute the agreement of behalf of the City.

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

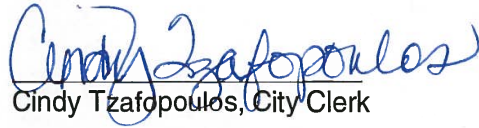
Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Ellsworth:	Yes

APPROVED:



Alan Galbraith, Mayor

ATTEST:



Cindy Tzafopoulos, City Clerk



STH CONTRACT: 2017-059

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on Sept. 12, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Mead & Hunt (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Inundation Mapping, Emergency Action Plan Development for Bell Canyon and St. Helena Lower Reservoirs and as-needed Dam Safety, Stability and Engineering Support for the City of St. Helena Reservoir Facilities

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation”, attached hereto and made a part hereof. Total compensation shall not exceed \$70,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each

Page 1 of 10

invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City:	City Manager 1480 Main Street St. Helena, California 94574
To Consultant:	Nathan Rockwood & Rahul Ranade Mead & Hunt 180 Promenade Circle, Suite 240 Sacramento, CA 95834

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant/

City:

By: 
 Name: Rahul Ranade, PE
 Title: Senior Associate

By: 
 Name: Mark Prestwich
 Title: City Manager

Approved as to Form:

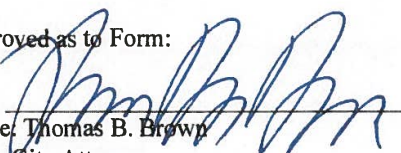
By: 
 Name: Thomas B. Brown
 Title: City Attorney

Exhibit A

Scope of Services

Task 1 Inundation Mapping of Bell Canyon and St. Helena Lower Reservoir

1.1 Develop Watershed Model for Bell Canyon and Lower Reservoir

Mead & Hunt will develop a watershed model for the Bell Canyon Reservoir and Lower Reservoir basins and derive a design storm hyetograph and the Probable Maximum Precipitation (PMP) magnitude. Applying the PMP storm hyetograph to the watershed model will yield the PMF, which is the governing inflow for inundation studies. An elevation-storage relationship will be developed for each reservoir to allow normal operating scenario breach simulations. A simulated dam breach will be modeled for each dam in accordance with CalOES guidelines and breach-outflow hydrographs will be developed for PMF and normal operating scenarios.

1.2 Hydraulic Routing

Mead & Hunt will use the 2D, unsteady version of HEC-RAS for this work. First the geometry for the potential inundation area (from toe of the Bell Canyon dam embankment to San Pablo Bay—a distance of approximately 30 miles) will be developed using the best-available LiDAR data available from Napa County or other public sources. Publicly available data covers most, but not all, of the estimated inundation area. Mead & Hunt has budgeted \$2,400 for purchase of 15-foot accuracy DEM data from NextMap for the missing portion. The outflow hydrographs developed, as described earlier, will be used as inflow hydrographs for the hydraulic model. Simulation of the hydraulic model in HEC-RAS will result in inundation boundaries.

1.3 Mapping

Mead & Hunt will develop inundation maps in ArcGIS at the scale recommended in CalOES guidelines. PDF files of draft maps will be submitted to the City for review. After receiving comments, final maps will be issued in PDF format. Electronic files of inundation boundaries will also be submitted to the City for inclusion in your GIS database.

Task 2 Emergency Action Plan Development

2.1 Establish Process

Mead & Hunt will arrange a meeting with the City to determine the emergency response process. The following items will be determined as a result of this meeting:

1. Roles and responsibilities of City staff and staff of other agencies (e.g., Napa County, CalOES, etc.)
2. Process to be followed for an emergency response arising from an event at Bell Canyon Dam or Lower Reservoir
3. Notification chart to be followed

2.2 Prepare EAP

Mead & Hunt will prepare an EAP for each dam, an approximate outline for which is provided below. The draft EAPs will be provided for review by County and other stakeholders in the emergency

response. Mead & Hunt will attend one meeting with County and its invitees. After receiving comments, Mead & Hunt will submit final copies of the EAPs in PDF format.

Front Matter

- Cover
- Title Page
- Table of Contents
- EAP Signatures

Part I: EAP Information

- A. Summary of EAP Responsibilities
- B. Notification Flowcharts
- C. Statement of Purpose
- D. Project Description
- E. EAP Response Process
- F. General Responsibilities
- G. Preparedness Surveillance and Monitoring
- H. Inundation maps

Part II: Appendices

- A. Investigation and Analyses of Dam Break Floods
- B. Plans for Training, Exercising, Updating, and Posting the EAP
- C. Site Specific Concerns
- D. Documentation

Task 3 As-needed Dam Safety, Stability and Engineering Support for the City of St. Helena Reservoir Facilities

Under task 3 Work will be identified on an as-needed, on call basis by the City of St. Helena. Work will be billed according to the schedule of rates included in Exhibit B2.

Exhibit B1

Compensation

Task	Description	Cost
1	Inundation Study	\$30,000
2	Emergency Action Plan	\$15,000
3	As-needed Dam Safety, Stability and Engineering Support Services	\$25,000
Total		\$70,000

Exhibit B2

Schedule of Rates

Mead&Hunt

Standard Billing Rate Schedule Effective January 1, 2017

Standard Billing Rates

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor.....	\$104.00 / hour
Senior Editor.....	\$168.00 / hour
Registered Land Surveyor.....	\$132.00 / hour
Accounting, Administrative Assistant.....	\$92.00 / hour
Technician I, Technical Writer.....	\$92.00 / hour
Technician II, Surveyor - Instrument Person.....	\$107.00 / hour
Technician III.....	\$122.00 / hour
Technician IV.....	\$137.00 / hour
Senior Technician.....	\$146.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$118.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$135.00 / hour
Engineer III, Scientist III, Architect III, Planner III.....	\$152.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$168.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$187.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$215.00 / hour
Senior Associate.....	\$240.00 / hour
Principal.....	\$262.00 / hour
Senior Client/Project Manager.....	\$262.00 / hour

Expenses

Geographic Information or GPS Systems.....	\$34.00 / hour
Total Station Survey Equipment.....	\$17.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	\$ IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2017, and will remain in effect until December 31, 2017, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



CERTIFICATE OF LIABILITY INSURANCE

MEADHU1

OP ID: JT1

DATE (MM/DD/YYYY)

09/15/2017

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

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

PRODUCER Hausmann-Johnson Insurance Inc 700 Regent St., PO Box 259408 Madison, WI 53725-9408 Phil Hausmann		CONTACT NAME: Phil Hausmann, CIC PHONE (A/C, No, Ext): 608-257-3795 FAX (A/C, No): 608-257-4324 E-MAIL ADDRESS:	
INSURED Mead & Hunt, Inc. M&H Architecture, Inc. Mead & Hunt Companies, Inc. Mead & Hunt International, Inc 2440 Deming Way Middleton, WI 53562-1562		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety NAIC # 19038 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 2017		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBR VWD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			P6305C656013TIL16	12/01/2016	12/01/2017
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			P8106C161444COF16	12/01/2016	12/01/2017
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 DEDUC \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			PSMCUP6C16147ATIL16	12/01/2016	12/01/2017
						EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5C679708-WI 5C679733 - OTHER STATES	12/01/2016 12/01/2016	12/01/2017 12/01/2017
						☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

When specified in written contract, City of St. Helena, its agent, officers, officials, employees and volunteers are listed as Additional Insured with respect to Commercial General Liability & Commercial Auto Liability on a Primary & Non-Contributory basis. Waivers of Subrogation apply in favor of the Additional Insureds with respect to Commercial General Liability,

CERTIFICATE HOLDER	CANCELLATION
CITSTHE City of St. Helena 1480 Main Street St. Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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NOTEPAD:	HOLDER CODE	CITSTHE	MEADHU1	PAGE 2
	INSURED'S NAME	Mead & Hunt, Inc.	OP ID: JT1	Date 09/15/2017
Commercial Auto Liability and Workers Compensation. Commercial Umbrella is over and above the Commercial General Liability, Commercial Auto Liability and Employers Liability.				

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

COMMERCIAL AUTO

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: (PJUB-5G57686-7-16)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 06.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-06-16 ST ASSIGN:

Page 1 of 1



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Britton Tree Services Inc. for partial tree removal for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26 for an amount not to exceed \$101,300 and authorizing the City Manager to execute the agreement

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City has been working for several years to remove the Upper York Creek 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 have become trapped behind it; thus reducing 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 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.

The Upper York Creek Dam Removal is a very complex project with multiple regulatory agencies that have similar, yet competing agency objectives, which require unilateral agreement in order for the project to be completed. A significant change in direction occurred in March 2017 when the permitting agencies directed the City and the City's Consultant to take a less engineered approach to the dam removal based on lessons learned from the San Clemente Dam Removal project. The San Clemente Dam Removal project experienced the loss of extensively engineered step pools, downstream sediment traps, and habitat restoration plantings during the 2016/2017 storm season.

Today, Phase 1 of the City's project involves construction of sediment traps for habitat and sediment transport and Phase 2 of the City's project involves notching the dam to restore fish passage and habitat connectivity, reduce potential for downstream habitat degradation and fish kills, and restore the local ecology of York Creek. An additional complexity involves ensuring the private property owner Spring Mountain Vineyard agrees with the portion of the overall project being built on their property (sediment traps). Phase 1 construction was originally planned for Summer/Fall 2019 and Phase 2 construction was planned for August 2020. However, the project will now be completed in one construction season in 2020.

As of July 2019, the City had all necessary Phase 1 permits from California Department of Fish and Wildlife, the San Francisco Regional Water Quality Control Board, and the US Army Corp of Engineers. The City went out to bid for construction of Phase 1 in August 2019 and received a single bid in September 2019. However, the regulatory agencies did not agree that the final design met the conditions of their respective permits therefore, on October 8, 2019, City Council rejected the sole construction bid.

Since October 8, 2019, City staff and the City's consultants have been working with the regulatory agencies on a new design approach that will meet their conditions and the time frame to construct both Phases in 2020. The City will be submitting Phase 2 permits in early January 2020.

DISCUSSION

The City's Phase 1 permits condition a majority of the project to be completed between August and October. The August start time is due to the annual bird nesting and migratory season between February and August and the significant amount of suitable nesting trees in the Upper York Creek Dam area, and specifically Northern Spotted Owl. The October deadline is due to the annual rain season that has been established to be between October and April and is typically conditioned on all regulatory permitted projects. However, there can usually be some extensions to the October deadline depending on the weather forecast.

The Phase 2 permits will have similar conditions unless the City proactively remove some of the concerns that affect the bird nesting and migratory season requirements. The Upper York Creek Dam has redwood and douglas fir trees growing at the base of the dam and on the dam itself that are considered potential Northern Spotted Owl habitat. In addition to the hardwood trees, there are trees greater than 6" diameter within the sediment removal area upstream of the dam that are also suitable for other bird nesting species. If the project is to proceed prior to August 2020, the City will need to either complete extensive surveying and apply for an additional take permit from both the California and US Fish and Wildlife agencies in the event that any nesting birds will be affected or remove a portion of the trees now prior to the nesting season. City staff is recommending that approximately 10 trees be removed prior to the start of bird nesting season which begins annually in February. The US Fish and Wildlife Service will need to modify their Biological Opinion Incidental Take Permit for Phase 1 to allow for the removals and California Department of Fish and Wildlife will require notification and possible permit approval, though issuance within this timeframe is likely. No other agency permits will be required as there will be no ground disturbance during work, other than tree-felling and access by a pickup truck.

The trees to be partially removed will be cut in 20-40' lengths, leaving the bottom 40-feet (tall stump), and left onsite to be utilized in the Upper York Creek Restoration project in 2020. The remaining portion of the trees including the root wad will then be removed during the project under a separately bid contract. The trees will become the actual sediment trap structures that will be placed along and across Upper York Creek. In addition to the trees at the dam, the City has two additional redwood trees scheduled to be removed behind the offices of Parks and Recreation and Public Works. Since there is a preference for redwood to be utilized in the creek and preferably from the area, City staff is recommending a similar partial removal take place and the top sections of the trees be stored at the City's Lower Reservoir until the dam removal takes place in 2020. City staff will continue to work within the community to identify other trees scheduled to be removed (i.e. PG&E power line clearing) that could potentially be re-purposed for this project since there is a concern about suitable wood materials being readily available for the Upper York Creek due to the threat of introducing invasive species.

On November 19, 2019, the City of St. Helena solicited a proposal for partial tree removal from Britton Trees Services Inc. (Britton) utilizing the City's 2019 California Uniform Construction Cost accounting list for professional tree services. The list was established using the procedures set in the St. Helena Municipal Code section 3.04.200 for Uniform Construction Cost Accounting. Britton was the only qualified professional tree company that submitted an application for the 2019 calendar year. While the City could have requested additional bids, the proposed amount of \$101,300 is in line with other bid proposals received for similar work, the work is time sensitive, and Britton has completed satisfactory work with the City on a regular basis.

FISCAL IMPACT

The contract is \$101,300 and is within the CIP project budget for been included in the Fiscal Year 2019/2020 Adopted Budget.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution approving a Professional Services Agreement with Britton Tree Services Inc. for partial tree removal for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26 for an amount not to exceed \$101,300 and authorizing the City Manager to execute the agreement.

ATTACHMENTS

[Attachment 1: Resolution UYCD Tree Removal](#)

[Attachment 2: PSA Britton Tree Services](#)

[Attachment 3: Britton Tree Services Insurance and CUCCA info](#)

CITY OF ST. HELENA RESOLUTION

NO. 2019-

Resolution approving a Professional Services Agreement with Britton Tree Services, Inc. for partial tree removal for the Phase I Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26 for an amount not to exceed \$101,300 and authorizing the City Manager to execute the agreement

RECITALS

- A. On April 23, the City Council adopted an Addendum to the EIR and authorized advertisement of the Phase I Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26; and
- B. The project was split into two phases; Phase 1 of the City's project involves construction of sediment traps for habitat and sediment transport, and Phase 2 of the City's project involves notching the dam to restore fish passage and habitat connectivity, reduce potential for downstream habitat degradation and fish kills, and restore the local ecology of York Creek;
- C. As of July 2019, the City has all necessary Phase 1 permits from California Department of Fish and Wildlife, the San Francisco Regional Water Quality Control Board, and the US Army Corp of Engineers; and
- D. The regulatory permits condition the project to be completed between August and October; and
- E. The August start time is due to the annual bird nesting and migratory season between February and August and the significant amount of suitable nesting trees in the Upper York Creek Dam area, and specifically Northern Spotted Owl; and
- F. To facilitate an earlier construction season and avoid bird nesting surveys and potential take of Northern Spotted Owl, City staff is recommending the partial removal of trees suitable for bird nesting habitat in the areas of the Upper York Creek Dam prior to February 2020; and
- G. Britton Tree Services, Inc. is on the City of St Helena's 2019 California Uniform Construction Cost accounting list for professional tree service; and
- H. The proposal from Britton Tree Services, Inc. is \$101,300 to partially removal 10 trees from the Upper York Creek Dam Removal project area and two trees from City facilities to be repurposed as sediment traps structures for the dam removal project; and
- I. Sufficient funding for the tree work is available in the CIP Project No. W-26 budget for Fiscal Year 2019/2020.

RESOLUTION

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

1. The City Council approves the contract with approves the Professional Service Agreement with Britton Tree Services, Inc. in the amount of \$101,300 and authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Britton Tree Services, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as tree removal and staging for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, CIP No. W-26

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$101,300.00 (One Hundred One Thousand Three Hundred Dollars and No Cents), unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies,

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PSA Britton Tree Services - Upper York Creek

subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs)

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PSA Britton Tree Services - Upper York Creek

(collectively, “Liabilities”), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a “design professional,” pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

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

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control

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over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 17 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

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

To Consultant: Britton Tree Services Inc
 PO Box 424
 St Helena, CA 94574
 Joseph T Borden
 707-963-7578

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 31 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Mark T. Prestwich

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Kara K. Ueda

Title: City Attorney

EXHIBIT A**Scope of Services**

1. 22", 30" DBH¹ Douglas fir (*Pseudotsuga menziesii*) two trees at southeast end of Upper York Creek restoration project.

Recommendation:

Prune to remove all limbs. Take stem down to approximately 40' lengths and stack brush neatly off to one side. \$2,080.00

Bring stems down in approximately 20' lengths with no damage to stems. \$2,080.00

2. 24"-32" DBH Douglas fir and Coast redwood (*Sequoia sempervirens*) two Douglas fir and six Coast redwood stems at driveable portion of Upper York Creek Dam.

Recommendation:

Prune to remove all branches. Remove tops down to approximately 40' lengths and stack all brush neatly. \$31,200.00

Bring trees down to approximately 40' stumps in approximately 20' lengths with no damage to rigged logs. \$8,320.00

3. 56" DBH Coast redwood (*Sequoia sempervirens*) next in line, next to the curb behind Parks and Recreation and Public Works Office Buildings.

Recommendation:

Prune to remove all limbs. Take stems down to ground in approximately 20' lengths. \$23,920.00

Haul all brush to staging area at York Creek. Time and Materials up to: \$21,840.00

Haul logs in 20' lengths to York Creek staging area.

Crane, Time and Materials up to: \$5,200.00

Trucks, Time and Materials up to: \$2,500.00

Labor, Time and Materials up to: \$4,160.00

Crew note: Sudden Oak Death transference protocol is in effect.

Total, Time and Materials up to: \$101,300.00

Note: This proposal reflects payroll at prevailing wage as stated by the Director of Industrial Relations pursuant to California Labor Code as of August 22, 2018. If work is completed after prevailing wage is modified, costs of this estimate will be modified.

¹ DBH, Diameter at Breast Height-4.5' above ground level or below first main branch attachment.

Time of Completion

All tree removal work in the Upper York Creek vicinity shall be completed no later than January 31, 2020 with an additional two weeks granted for the work completed at the Parks and Recreation and Public Works Office Buildings.

EXHIBIT B

Compensation

The work described under the Exhibit A will be compensated as established by task. Items notated as time and materials will be billed at a rate of \$130.00 per hour, prevailing wage, per person, portal to portable with materials being extra. Total compensation for this agreement shall not exceed \$101,300.00.

Annual Bidders List Notice

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



Remit Application Via Email To
CCOOK@CITYOFSTHELENA.ORG
Call (707) 968-2658 With Questions.

NOTICE TO ALL LICENSED CONTRACTORS:

The City of St. Helena hereby invites all licensed contractors to complete this form and submit it to the St. Helena Public Works Director if they wish to be included on the City's List of Qualified Bidders for Public Works projects for the 2019 calendar year. Contractors must be able to complete the City's Construction Contract, City Insurance Requirements, and comply with State Prevailing Wage Law.

THIS NOTICE is to any individual or firm wishing to be added to the City of St. Helena's ("City") list of qualified bidders ("List") for the 2019 calendar year pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Interested individual/firm(s) must submit the CUPCCAA contractor/vendor application ("Application Form").

To be considered for placement on the List, the City must receive the completed Application Form no later than October 31, 2018.

Please be advised that submission of an Application Form does not guarantee placement on the List or that the applicant will be informed of, or included in, all requests for proposals ("RFP"), requests for qualifications ("RFQ"), or bid requests. The City will either issue notices of RFQ, RFP, or bid requests to qualified bidders on the List based on the category of work being bid, or announce project opportunities in designated trade journals, or both.

The City reserves the right to reject any and all requests solicited, to waive minor irregularities, and to make such decisions as deemed necessary in the best interest of the City in accordance with the law.

Interested individual/firm(s) are encouraged to inquire about current City project opportunities by checking the local newspaper, trade journals, and City website for publicly advertised RFPs, RFQs, or bid solicitations.

The City is an equal opportunity owner/employer and will not discriminate against any bidder and/or contractor because of race, creed, color, religion, sex, national origin or ADA disability.

Company Name: <u>Bon Hope Tree Services, Inc.</u>		Contact Name: <u>Joe Borden</u>
Address: <u>PO Box 4124</u>		City: <u>St Helena</u> State: <u>CA</u> Zip: <u>94574</u>
Email: <u>donna.btsi@stcglobal.net</u>		Phone #: <u>707 963 7578</u>
CA Contractor License Number: <u>049693047</u>		
Type of Specialty Work in which contractor is interested and currently licensed to do: <u>tree service</u>		
APPLICATION CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION PROVIDED ABOVE IS ACCURATE AND TRUE AS OF THIS DATE. I AM LICENSED IN THE STATE OF CALIFORNIA AND SKILLED TO PERFORM THE ABOVE WORK AS STATED, I AM ALSO ABLE TO SECURE BONDS IF REQUIRED BY THE CITY TO PERFORM THE WORK IF SELECTED. MY COMPANY SHALL COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.		

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

Annual Bidders List Application

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



Remit Application Via Email To
CCOOK@CITYOFSTHELENA.ORG
Call (707) 968-2658 With Questions.

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Company Name: <u>Britton Tree Services Inc</u>		Contact Name: <u>Joe Borden</u>
Address: <u>PO Box 424</u>		
City: <u>St. Helena</u>	State: <u>CA</u>	Zip: <u>94574</u>
Email: <u>donna.btsi@sbglobal.net</u>		Phone #: <u>707 963 7578</u>

Please fill out the following for each trade your firm is proposing to be listed on:

1. CA. License Number- State issued Contractors license Number
2. Type of Classification: General "A", General "B" or Specialty Classification "C"
3. Brief description of work associated with License.

Please attach sheet to add more trades if needed.

1. CA. Contractor License Number (s): <u>693647</u>	2. Class of License (s) held: <u>D49</u>
3. Description of work: <u>tree work</u>	
1. CA. Contractor License Number (s): _____	2. Class of License(s) held: _____
3. Description of work: _____	
1. CA. Contractor License Number (s): _____	2. Class of License(s) held: _____
3. Description of work: _____	

Print Name: <u>Donna</u>	Title: <u>office</u>	Signature: <u>[Signature]</u>
--------------------------	----------------------	-------------------------------

APPLICATION CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION PROVIDED ABOVE IS ACCURATE AND TRUE AS OF THIS DATE. I AM LICENSED IN THE STATE OF CALIFORNIA AND SKILLED TO PERFORM THE ABOVE WORK AS STATED, I AM ALSO ABLE TO SECURE BONDS IF REQUIRED BY THE CITY TO PERFORM THE WORK IF SELECTED. MY COMPANY SHALL COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.

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



BRITTRE-01

MGENTRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2019

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

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

PRODUCER Malloy Imrie & Vasconi Insurance Services, LLC 899 Adams Street Suite C St. Helena, CA 94574	CONTACT NAME: PHONE (A/C, No, Ext): (707) 963-2777 FAX (A/C, No): (707) 963-4073 E-MAIL ADDRESS: myagency@mivinsurance.com														
INSURED Britton Tree Services Inc. Joseph Borden P.O. Box 424 St. Helena, CA 94574	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: State Compensation Insurance Fund of CA</td> <td>35076</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: State Compensation Insurance Fund of CA	35076	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	57UUNQY8638	10/14/2018	10/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	57UUNQY8638	10/14/2018	10/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		57HHUQY8639	10/14/2018	10/14/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	X 9063543-2019	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of St. Helena, its Agents, Officers, Officials, Employees & Volunteers are named as Additional Insured per the attached endorsement HG00010916 and HA 99 16 03 12 regarding Permit/Contract. Primary wording and waiver of subrogation is also included. This certificate replaces the one issue out on 10-16-2018.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena, its Agents Officers, Employees & Volunteers 1480 Main Street St. Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: *UPDATED STAFF REPORT AND ATTACHMENTS 12-6-19
Consideration and Approval of a Resolution of the City Council of the City of St. Helena Approving and Authorizing a Solicitation of Request for Pre-Qualification of Bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project - W-26

CEQA Determination: Not a "project" as defined in Section 15378(a) subject to CEQA; further, even if deemed a "project" subject to CEQA, exempt from CEQA under the common sense exemption set forth in Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Michael G. Biddle, Special Counsel

Reviewed By: Erica Ahmann Smithies, Public Works Director and 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 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, 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.

The Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement 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.

The overall Project has two distinct phases; Phase 1 involves the construction of a series of sediment trap log structures, consisting of timber material recovered from Project activities or from local sources, within York Creek below the Dam to capture sediment that will be released through removal of the Dam and to create habitat. Phase 2 involves the removal of a portion of the Dam face and disposal of the material at a landfill to facilitate gradual sediment movement; excavation of sediment from behind the dam and transport, disposal and grading of these sediments on Spring Mountain Vineyards property, as well as installation of habitat restoration and enhancement measures at the Dam.

DISCUSSION

The Project is unusual in the complexity of its scope compared to most of the City's public works projects. In addition to numerous conditions imposed by the several federal and state permitting agencies involved, there are special circumstances with regard to limited access to the Dam and York Creek from a busy public right of way (Spring Mountain Road), limited space for the installation and final placement of the sediment trap log structures within York Creek, and in working over and around York Creek. In addition, given the possible presence of naturally occurring asbestos material in the Dam face, the Project must anticipate the need for hazardous materials remediation. Further, there is the need to avoid pre-historic cultural resources located within York Creek. Accordingly, it is essential that the contractor who is ultimately awarded a contract for the Project to have the resources, experience and qualifications to do the specified work successfully.

To assure that contractors who bid on the Project meet these requirements, the enclosed Pre-Qualification Questionnaire, modeled on one developed by the California Department of Industrial Relations, has been prepared to evaluate prospective contractors in relation to their experience and qualifications. Submitted Questionnaires are then scored by City staff based on the scoring system set forth therein. Thereafter, contractors are notified of their score and, if they do not qualify, are provided an opportunity to appeal their rating to an administrative appeal board comprised of the City Manager, Public Works Director and Finance Director.

If the enclosed Pre-Qualification Questionnaire is approved and authorized for solicitation by the City Council, staff intends to issue the Request for Pre-Qualification of Bidders on or about Friday, December 13, 2019; responses from interested contractors would be due on Wednesday, January 22, 2020. Thereafter, qualified contractors would be allowed to bid on the Project once (i) permits are secured from federal and state regulatory agencies and (ii) plans and specifications are approved and authorized for bidding by the City Council at a later date in 2020.

CEQA

As set forth in detail in the attached resolution, the City certified a Final Environmental Impact Report regarding the Project and an Addendum to the FEIR regarding modifications to the Project in relation to the sediment trap log structures. Nevertheless, the City Council finds that the action to adopt this Resolution to approve and authorize the solicitation of requests for prequalification of bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project is not a Project subject to the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA). Further, even if the adoption of the Resolution is found to be a Project subject to CEQA, it is nevertheless exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Resolution may have a significant effect on the environment.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Staff recommends the City Council adopt the enclosed Resolution approving and authorizing solicitation of Request for Pre-Qualification of Bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project - W-26.

ATTACHMENTS

[City of St Helena - Upper York Creek - Prequalification Questionnaire](#)
[Upper York Creek Prequalification Resolution](#)

**REQUEST FOR PRE-QUALIFICATION OF BIDDERS FOR
UPPER YORK CREEK ECOSYSTEM RESTORATION AND AQUATIC HABITAT
ENHANCEMENT PROJECT – W-26**

Notice is hereby given that the City of St. Helena has determined that all firms biddings on the City of St. Helena's Upper York Creek Ecosystem Restoration And Aquatic Habitat Enhancement Project – W-26 (the "**Project**"), must be pre-qualified prior to submitting a bid on that Project. The preliminary Engineer's Estimate of Construction for the Project is four million five hundred thousand and 00/100 dollars (\$4,500,000.00).

The general scope of the work for this Project will primarily include:

- removal of trees and grubbing to prepare the site for excavation;
- the installation of large logs in the creek downstream of the dam as sediment traps to capture sediment and create steelhead spawning habitat, some of which must be moved carefully into place using traditional logging techniques such as block and tackle since some areas are too steep for vehicle access;
- the installation of a creek by-pass system for creek dewatering to facilitate construction;
- the excavation, transportation, and disposal of approximately 12,000 cubic yards (CY) of earthen dam material which may contain naturally occurring asbestos;
- the excavation, possible screening to keep rocks on site, transportation, disposal and grading of approximately 12,000 CY of entrapped creek sediments at an adjacent privately owned vineyard;
- the construction of a rip rap-stabilized channel in the dam excavation area;
- restoration of the stream channel habitat upstream of the earthen dam with cut logs, branches, and rocks sorted out of the sediment; and
- Execution of the project in a tight timeframe (i.e. July 1st through October 31st), adjacent to an active public right of way, with numerous state and federal environmental conditions and requirements including sudden oak death disinfection of equipment and clothing.

It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by the City of St. Helena to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is **Wednesday, January 22, 2020 at 5:00 pm**, postmarks are not accepted. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this Project. Contractors are advised that a formal or informal cost quotation for the Project is not requested by the City and should not be included with their submission of a pre-qualification package.

CITY OF ST. HELENA
 UPPER YORK CREEK ECOSYSTEM RESTORATION AND
 AQUATIC HABITAT ENHANCEMENT PROJECT – W-26
 Contractor Prequalification Package

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, notarized statement from insurance broker, and the most recent audited financial statements, with accompanying notes and supplemental information, are required. The City of St. Helena will use these documents as the basis of rating Contractors. The City of St. Helena reserves the right to check other sources available. The City of St. Helena's decision will be based on objective evaluation criteria.

The City of St. Helena reserves the right to adjust, increase, limit, suspend, or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of St. Helena in determining bidder responsibility prior to bid and to aid the City of St. Helena in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the City of St. Helena from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The firms of EKI Water and Environment, Inc., WRA, Terra Firma Surveyors, Michael Baker International, WRECO, and Stillwater Sciences, have provided engineering services to the City for this Project. Therefore, these firms, and any of their affiliates, partners, officers, employees, parent companies or subsidiaries are prohibited from being awarded the contract for the Project, subcontracting for a portion of the work on the Project, or supplying materials for the work on the Project and accordingly are ineligible and shall not be considered for pre-qualification as a bidder on this Project.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to:

City of St. Helena
 Department of Public Works
 1572 Railroad Avenue
 St. Helena, CA 94574
 Attention: Erica Ahmann Smithies, Public Works Director/City Engineer
 Re: Upper York Creek Ecosystem Restoration And Aquatic Habitat Enhancement Project
 Contractor Prequalification

The pre-qualification packages (questionnaire answers, financial statements, notarized surety and insurance broker statements, DBE Outreach Plan Form) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

CITY OF ST. HELENA
 UPPER YORK CREEK ECOSYSTEM RESTORATION AND
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 Contractor Prequalification Package

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of St. Helena and provide updated accurate information in writing, under penalty of perjury.

The City of St. Helena reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time to terminate the pre-qualification process for this Project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City of St. Helena are open. The submission of a pre-qualification package is specific to this Project and is not a qualification for performing other City of St. Helena projects. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than thirty (30) business days after submission of the information.¹

The City of St. Helena may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided **by 5:00 pm on Wednesday January 22, 2020**, or requested information is falsified. There is no appeal from a refusal for an incomplete or late application. The closing time for submission of pre-qualification packages will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify as determined by the Public Works Director/City Engineer, an appeal can be made. An appeal is begun by the Contractor delivering notice to the Public Works Director/City Engineer of its appeal of the decision with respect to its pre-qualification rating, no later than five (5) business days after notification of failure to prequalify.² Without a timely appeal, the Contractor waives any and all rights to challenge the decision of the Public Works Director/City Engineer, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing date will be set by the City Manager or his designee. The hearing shall be conducted by an Appeals Board comprised of the City Manager or her designee, Public Works Director/City Engineer, and the Finance Director. At or prior to the hearing, the Contractor will be advised of the basis for the City of St. Helena's pre-qualification determination. The Contractor will be given the opportunity to present information and reasons in opposition to the rating. Within five (5) days after the conclusion of the hearing, the Appeals Board will render its decision. It is the intention of the City of St. Helena that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process. Decisions of the Appeals Board shall be final.

The City of St. Helena affirmatively identifies this Project as a "public works project" as that term is defined by Labor Code Section 1720. Therefore, the Project is subject to prevailing wage requirements under Labor Code Section 1771. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works

CITY OF ST. HELENA
 UPPER YORK CREEK ECOSYSTEM RESTORATION AND
 AQUATIC HABITAT ENHANCEMENT PROJECT – W-26
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contracts including, but not limited to, payment of prevailing wages, uploading of certified payroll reports to the DIR website, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site, and prohibitions against discrimination. The prevailing wage rates may be obtained on the internet at: <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

Partial funding for this project comes from a grant from the U.S. Environmental Protection Agency (EPA). As provided in 40 CFR Part 33, to ensure nondiscrimination of the award of contracts under EPA financial assistance agreements, all grantees, sub-grantees, loan recipients, prime contractors, or subcontractors must comply with equal protection standards which provide rules and guidelines in establishing and providing contracting opportunities for Disadvantaged Business Enterprises (“DBEs”). As provided in 40 CFR Part 33 Subpart C - §33.301, all participating parties are required to make good faith efforts to make DBEs aware of contracting opportunities, post solicitations for bids for a minimum of 30 calendar days before the bid closing date, and other requirements targeted at ensuring the maximum open and free competition¹. The Contractor will be required to describe their DBE outreach program to be utilized for bidding this Project in the DBE OUTREACH PLAN FORM appended at the end of this questionnaire.

Further, since federal monies are partially funding this Project, pursuant to California Public Contract Code §20103.5, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City of St. Helena that the records of the Contractors’ State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors’ State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Contractor’s that meet the City’s prequalification requirements will be requested to provide bids for performing the Project as presented in plans and specifications that will be furnished to the qualified bidders in the Spring of 2020. The contract for construction of the Project may be awarded, if at all, to the responsible, pre-qualified bidder, submitting the lowest responsive bid. Neither issuing this Notice, nor any other activity related to the pre-qualification process, commits or obligates the City to award a contract for the Project, to pay costs incurred in the preparation of a prequalification package submittal, or to procure or contract for any services. The City retains the right to reject any and all prequalification package submittals, to abandon this prequalification process in connection with the bidding and award of a contract for the Project, or to abandon the Project entirely.

¹ The full text of 40 CFR Part 33 may be found online (<https://www.ecfr.gov/cgi-bin/text-idx?SID=eca217a354cb71340b1e3bd58b585f63&mc=true&node=pt40.1.33&rgn=div5#sp40.1.33.d>)

CITY OF ST. HELENA
UPPER YORK CREEK ECOSYSTEM RESTORATION AND
AQUATIC HABITAT ENHANCEMENT PROJECT – W-26
Contractor Prequalification Package

Erica Ahmann Smithies
Public Works Director/City Engineer
City of St. Helena

December __, 2019
Date

* * * * *

CITY OF ST. HELENA
UPPER YORK CREEK ECOSYSTEM RESTORATION AND
AQUATIC HABITAT ENHANCEMENT PROJECT – W-26
Contractor Prequalification Package

INSTRUCTIONS TO CONTRACTORS

Answers to questions contained in the attached questionnaire, Part I through Part V Section III, information about current bonding capacity, notarized statements from surety and insurance broker, the most recent audited financial statements, with accompanying notes and supplemental information, and DBE Outreach Plan Form are required.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of St. Helena and provide updated accurate information in writing, under penalty of perjury.

The last date to submit a fully completed questionnaire is Wednesday, January 22, 2020, at 5:00 pm, postmarks are not accepted. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this Project.

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Contractor Prequalification Package

PART I. CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

CITY OF ST. HELENA
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Contractor Prequalification Package

PART II ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 7 is “no.”³

Contractor will be immediately disqualified if the answer to any of questions 8, 9, 10 or 11 is “yes.”⁴ If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Has Contractor attached a notarized statement, signed under penalty of perjury, from a licensed insurance broker which states that Contractor will be able to provide all required insurance coverage set forth below?

☐ Yes ☐ No

Required Insurance Coverage

Prior to commencing any portion of the work on the Project, Contractor shall obtain and maintain in full force for the entire term of the Contract governing the construction of the Project, at no expense to City, insurance, as described herein, for the work against claims which may arise out of or result from the performance of the work performed by Contractor and subcontractors of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall include all subcontractors as insureds 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 set forth below.

1.1 General Conditions.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). This insurance must include coverage for contractual liability assumed by the Contractor as described in Section 1.2 Responsibility of Contractor and Indemnification set forth below.
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
 4. Contractor’s Pollution Legal Liability Insurance as described in subparagraph I below.
- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 1. General Liability: \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, death and property damage resulting

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- from operations, products and completed operations, slander, false arrest and invasion of privacy, and blanket contractual liability as applicable.
2. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage for owned, non-owned and hired vehicles.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
 4. Contractor's Pollution Legal Liability: \$5,000,000 per occurrence, \$10,000,000 general aggregate.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$50,000 for any one loss, unless declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its agents, officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions. The commercial general liability, automobile liability and contractor's pollution legal liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, the County of Napa, Spring Mountain Vineyards, Inc., EKI Water & Environment, Inc., WRA, Terra Firma Surveyors and their respective agents, officers, officials, employees, and volunteers (the "Additional Insureds") are to be covered as additional insured as respects: liability arising out of work or operations performed by the Contractor or Contractor's subcontractors; or automobile owned, leased, hired or borrowed by the Contractor.
 2. For any claims related to Contractor's conduct while performing the work of this project, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 4. Coverage shall not extend to any Additional Insured for the active negligence of the Additional Insured in any case where an agreement to indemnify the Additional Insureds would be invalid under Subsection (b) of Section 2782 of the Civil Code.
- E. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Additional Insureds for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
- F. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- G. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to

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City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

- H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or require subcontractors to secure and maintain insurance in accordance with all the requirements stated herein.

- I. Contractor's Pollution Legal Liability Insurance. Contractor shall procure and maintain Contractor's Pollution Legal Liability Insurance for liabilities caused by or resulting from a release of hazardous materials or other pollution conditions in connection with the Work, whether such operations be by Contractor, subcontractors, consultants or suppliers, with minimum liability limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall provide coverage for or be specifically endorsed to include coverage for pollution conditions resulting in, arising from or in connection with: (i) bodily injury (including death), property damage, and environmental cleanup costs (on-site and off-site) resulting from the Work, including but not limited to remediation of soil, groundwater, or other contaminants; (ii) the use or operation of motor vehicles (whether owned, non-owned or leased) in connection with the Work, including transportation of any hazardous materials to or from the Project site, any interim or temporary storage or transfer sites, which transportation coverage also shall include loading/unloading of materials; (iii) claims by third parties (other than disposal site owners) arising out of any disposal location or facility, both final and temporary, to which any waste is delivered that is generated in connection with the performance of the Work; all such disposal locations/facilities, both final and temporary, shall be scheduled to the foregoing policy as non-owned disposal sites for coverage under the foregoing policy. The policy shall be written on an occurrence form and shall be maintained without lapse for, or contain an extended reporting period of, as applicable, at least up to the applicable statute of limitations/repose, or five (5) years following completion of the Work, whichever is longer. The policy definition of "Covered Operations" or any other such designation of services or operations performed by Contractor and its subcontractors, consultants and suppliers must include all work or services performed by Contractor and its subcontractors, consultants, and suppliers under or in connection with the Work. If the scope of work as defined in the Contract includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to City evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

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1.2 Responsibility Of Contractor And Indemnification.

The Additional Insureds identified above (hereinafter, the “Indemnitees”) shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, the Indemnitees from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies, or relating to claims, etc., for copyright and/or infringement of patent, and attorney’s fees and consultant’s fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of an Indemnitee.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

Approval or purchase of any insurance contracts or policies by an Indemnitee shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnification, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the Indemnitees, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

The Contractor’s obligation to defend, indemnify and hold the Indemnitees harmless shall not be excused because of the Contractor’s inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by an Indemnitee, unless this time has been extended by the Indemnitee. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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The indemnification obligation in the Contract Documents shall not apply to any Indemnitee to the extent of its sole negligence or willful misconduct; nor shall they apply to an Indemnitee to the extent of its active negligence.

2. Does Contractor have current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?

☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

3. Has Contractor attached its latest copy of an audited financial statement with accompanying notes and supplemental information?⁵

☐ Yes ☐ No

NOTE: A FINANCIAL STATEMENT THAT IS NOT AUDITED IS NOT ACCEPTABLE. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required audited financial statement.

4. Has Contractor attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which: (a) states that Contractor's single job limit bonding capacity is equal to or greater than 1.25 times the Engineer's Estimate of Construction for the Project; (b) states that Contractor's current available bonding capacity is equal to or greater than 1.25 times the Engineer's Estimate of Construction for the Project; and (c) identifies Contractor's aggregate limit bonding capacity?⁶

☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker. In addition, the surety's power of attorney must be attached. Original signatures are required.

5. Has Contractor completed two (2) or more projects in the last seven (7) years involving all or some of the following elements: (i) the construction, repair, replacement, rehabilitation or demolition of a dike, dam, levee or embankment; (ii) excavation, loading, transportation, disposal and/or grading of a large volume of material (approximately 20,000 CY); (iii) installation of a creek/river bypass system for creek/river dewatering; (iv) utilization of traditional forestry techniques (e.g. block and tackle); (v) enhancement or restoration of habitat for one or more endangered species; (vi) working within a limited construction window under the oversight of one or more state and/or federal permitting agencies?

☐ Yes ☐ No

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If yes, Contractor shall provide information about **ALL** projects completed within the last seven years. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Engineer: _____

Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Original Contract Value _____

Value of Change Orders _____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

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6. Does Contractor have an average Experience Modification Rate (EMR)(California workers' compensation insurance) for the past three previous years (current year, previous year, year prior to previous year) of 1.5 or less?

☐ Yes ☐ No
7. Has contractor attached its DBE Outreach Plan Form?

☐ Yes ☐ No
8. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No
9. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No
10. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

11. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

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**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
1b. Under the laws of what state: _____
1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

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- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
1b. Social security number of company owner. _____
1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

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B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
If “yes,” explain on a separate signed page.
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If “yes,” explain on a separate signed page.
4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If “yes,” explain on a separate signed page.
5. State your firm’s gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years
7. Is your firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No
If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.
8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

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Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

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15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

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19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

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Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

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If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

30. Has the U.S. EPA, U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service, California EPA, California Department of Fish & Wildlife, any Air Quality Management District, California State Water Board, any Regional Water Quality Control Board, or any equivalent agency of another state cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

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33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

D. Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with a state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name and location of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name and location of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of St. Helena.

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37. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

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PART IV. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects (public agency owner) and its three largest completed private projects of all types within the last five years. Note that such projects are **NOT** limited to those types specifically described in Part II, Question #5 above. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Original Contract Value

Value of Change Orders

Total Value of Construction (including change orders):

Original Scheduled Completion Date: _____

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Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____
(Name)

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**PART V - LIST OF THE SCOREABLE QUESTIONS AND THE SCORING
INSTRUCTIONS**

The scoreable questions arise in three different areas:

- (I) History of the business and organizational performance;**
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and**
- (III) Completion of recent comparable projects.**

The Scores Needed for Prequalification

To prequalify, a contractor shall be required to have a passing grade within each of the three categories referred to above.

For Part V, Section I, "History of the business and organizational performance," a passing score of 67 on this portion of the questionnaire is required (of a maximum score of 96 on this portion of the questionnaire).

For Part V, Section II, "Compliance with occupational safety and health laws, workers' compensation and other labor legislation", a passing score of 37 on this portion of the questionnaire is required (of a maximum score of 53 points on this portion of the questionnaire).

For Part V, Section III, "Completion of recent comparable projects", a passing score of 30 on this portion of the questionnaire is required (of a maximum score of 55 points on this portion of the questionnaire).

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PART V, SECTION I

Questions about History of the Business and Organizational Performance

(18 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

3 years or more = 2 points

4 years = 3 points 5 years = 4 pts.

6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).

☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, list the number of instances liquidated damages have been assessed and paid and the dollar amount in each instance.

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: 0 points

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6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

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8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?
☐ Yes ☐ No

If yes, list the number of instances: _____.

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.***

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

***5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.***

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?
☐ Yes ☐ No

If yes, list the number of instances: _____.

If your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.***

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

***5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.***

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10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
☐ Yes ☐ No

If yes, list the number of claims: _____.

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☐ No

If yes, list the number of instances: _____.

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

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15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

***5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any rate higher than 1.10 per cent.***

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

No = 5 points Yes = 0 points

17. Divide Contractor's assets by the Engineer's Estimate of Construction of the Project and provide the quotient in the following space: _____

***10 points if the quotient is equal to or greater than 20.
7 points if the quotient is less than 20 but equal to or greater than 10.
5 points if the quotient is less than 10 but equal to or greater than 3.
3 points if the quotient is less than 3.***

Example: If Contractor's assets as reported on their audited financial statement are \$154,000,000 and the Engineer's Estimate of Construction of the Project is \$15,400,000, then $\$154,000,000 \div \$15,400,000 = 10$. Therefore, insert the quotient of 10 in the space above.

18. Divide Contractor's available bonding capacity by Contractor's aggregate limit bonding capacity and provide the quotient in the following space: _____

***10 points if the quotient is equal to or greater than 0.6.
7 points if the quotient is less than 0.6 but equal to or greater than 0.4.
5 points if the quotient is less than 0.4 but equal to or greater than 0.2.
3 points if the quotient is less than 0.2.***

Example: If, as provided on the notarized statement from Contractor's surety, the available bonding capacity is \$15,000,000 and aggregate bonding capacity is \$100,000,000, then $\$15,000,000 \div \$100,000,000 = 0.15$. Therefore, insert the quotient of 0.15 in the space above.

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PART V, SECTION II

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**

(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, list the number of instances and attach a separate signed page describing each citation: _____.

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

3 points for “Yes” indicating 2 such instances.

0 points for “Yes” if more than 2 such instances.

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.

3 points for “Yes” indicating either 4 or 5 such instances.

0 points for “Yes” if more than 5 such instances.

2. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, list the number of instances and attach a separate signed page describing each citation: _____.

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

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*3 points for “Yes” indicating 2 such instances.
0 points for “Yes” or if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

3. Has the U.S. EPA, U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service, California EPA, California Department of Fish & Wildlife, any Air Quality Management District, California State Water Board, any Regional Water Quality Control Board, or any equivalent agency of another state cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If yes, list the number of instances and attach a separate signed page describing each citation: _____.

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” or if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

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4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

***3 points for an answer of once each week or more often.
0 points for any other answer***

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

5 points for "No".

0 points for "Yes".

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7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?
☐ Yes ☐ No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If yes, list the number of instances: _____.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.*

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?
☐ Yes ☐ No

If yes, list the number of instances: _____.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.*

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9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *the City of St. Helena*.

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. If your firm operates its own State-approved apprenticeship program, attach a separate signed page describing:
- (a) The craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

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11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No.

If yes, attach a separate signed page indicating the number of instances, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

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PART V, SECTION III

Questions concerning recent comparable construction projects completed.

(five questions)

1. How many projects were constructed and completed by Contractor in the last seven years as identified by Contractor in Part II, Question #5 above? _____

10 points for 4 or more projects.

7 points for 3 projects.

5 points for 2 projects.

0 points for 1 or fewer projects.

2. How many projects constructed and completed by Contractor in the last seven years and identified by Contractor in Part II, Question #5 above, contained three (3) or more of the work elements described therein? _____

10 points for 4 or more projects.

7 points for 3 projects.

5 points for 2 projects.

3 points for 1 project.

0 points for no projects.

3. How many projects constructed and completed by Contractor in the last seven years and identified by Contractor in Part II, Question #5 above, were undertaken directly adjacent to an active roadway, freeway, highway or railroad line? _____

10 points for 3 or more projects.

7 points for 2 projects.

5 points for 1 project.

0 points for no projects.

4. How many projects constructed and completed by Contractor in the last seven years and identified by Contractor in Part II, Question #5 above, were additionally constrained by the presence of archaeological historic resources? _____

10 points for 3 or more projects.

7 points for 2 projects.

5 points for 1 project.

0 points for no projects.

5. The Contractor's project manager, project superintendent, project engineer or functional equivalent who will be principally involved in the day-to-day management and supervision of the construction and completion of this Project, has managed and supervised the completion of construction of one or more projects identified by

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Contractor in Part II, Question #5 above within the last five years?

☐ Yes ☐ No.

***15 points for a “Yes” answer.
0 points for a “No” answer.***

If yes, Contractor shall provide information about **ALL** projects managed and supervised by its project manager, project superintendent, project engineer or functional equivalent within the last five years who will be principally involved in the day-to-day management and supervision of the construction and completion of this Project. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Name of Proposed Project Manager: _____

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Engineer: _____

Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

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Original Contract Value _____

Value of Change Orders _____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

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DBE OUTREACH PLAN FORM

Partial funding for this Project comes from a grant from the U.S. Environmental Protection Agency (EPA). As provided in 40 CFR Part 33, to ensure nondiscrimination of the award of contracts under EPA financial assistance agreements, all grantees, sub-grantees, loan recipients, prime contractors, or subcontractors must comply with equal protection standards which provide rules and guidelines in establishing and providing contracting opportunities for Disadvantaged Business Enterprises (“DBEs”). As provided in 40 CFR Part 33 Subpart C - §33.301, all participating parties are required to make good faith efforts to make DBEs aware of contracting opportunities, post solicitations for bids for a minimum of 30 calendar days before the bid closing date, and other requirements targeted at ensuring the maximum open and free competition.

In the space below, describe your DBE Outreach Plan for complying with these requirements. Additional sheets may be included as needed.

LIST OF ANTICIPATED SUBCONSULTANTS AND MAJOR SUBCONTRACTORS

(List their role in the project)

OAK #4824-3962-0782 v1

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¹ For this purpose a business day is considered Monday – Friday, 9:00 am until 5:00 pm, excluding legal holidays.

² Date of notification is the date on the Notification of Failure to Prequalify letter.

³ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 5.

⁴ A contractor disqualified solely because of a “Yes” answer given to question 8, 9 or 11 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁵ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

⁶ An additional notarized statement from the surety may be requested by the City of St. Helena at the time of submission of a bid.

CITY OF ST. HELENA

RESOLUTION NO. 2019-

**Resolution of the City Council of the City of St. Helena
Approving and Authorizing a Solicitation of Request for
Pre-Qualification of Bidders for the Upper York Creek
Ecosystem Restoration and Aquatic Habitat
Enhancement Project-W-26**

RECITALS

- A. 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
- B. In 2006, the City entered into an agreement with the Department of Commerce National Oceanic and Atmospheric Administration to remove the Dam; and
- C. A Notice of Preparation for the Draft Environmental Impact Report ("Draft EIR"), which initiated the environmental review process for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement 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
- D. 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
- E. 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 (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

F. 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 relating to the phasing of certain Project elements described above pursuant to the requirements of Sections 15162 - 15164 of the CEQA Guidelines; and

G. The Project is unusual in the complexity of its scope considering the numerous conditions imposed by the several federal and state permitting agencies involved, as well as special circumstances with regard to limited access to the Dam and York Creek from a busy public right of way (Spring Mountain Road), limited space for the installation and final placement of the Sediment Trap Facilities within York Creek, and in working over and around York Creek. In addition, given the possible presence of naturally occurring asbestos material in the Dam face, the Project must anticipate the need for hazardous materials remediation. Further, there is the need to avoid pre-historic cultural resources located within York Creek. Accordingly, it is essential that the contractor who is ultimately awarded a contract for the Project to have the resources, experience and qualifications to do the specified work successfully.

H. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04. prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by City Council resolution, subject to the provisions of California Public Contract Code Section 20101; and

I. To assure that contractors who bid on the Project meet these requirements, the Pre-Qualification Questionnaire, attached hereto as Exhibit A, has been prepared to evaluate prospective contractors in relation to their experience and qualifications. Submitted Questionnaires are then scored by City staff based on the scoring system set forth therein. Thereafter, contractors are notified of their pre-qualification score and, if they do not qualify, are provided an opportunity to appeal their rating to an administrative appeal board comprised of the City Manager, Public Works Director and Finance Director, who shall hear and decide any such appeal.

RESOLUTION

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

1. The City Council hereby finds that the action to adopt this Resolution to approve and authorize the solicitation of requests for prequalification of bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project is not a Project subject to the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA). Further, even if the adoption of the Resolution is found to be a Project subject to CEQA, it

is nevertheless exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Resolution may have a significant effect on the environment.; and

2. The City Council hereby approves the Pre-Qualification Questionnaire, attached hereto as Exhibit A and subject to such further changes and revisions as may be desired by the City Manager and Public Works Director, authorizes the City Manager and Public Works Director to solicit requests for pre-qualification of bidders for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project, and authorizes the City Manager, Public Works Director and Finance Director to serve as an administrative appeal board to hear and decide any appeal filed by a contractor of their pre-qualification score.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: CONSENT ITEMS

Subject: The applicant is requesting adoption of a resolution authorizing the City to enter into a Williamson Act Contract with owners of the 127.84-acre parcel (#009-120-065) located at 493 Dowdell Lane in the Twenty-Acre Agriculture (A-20) district.

**CEQA Exempt
Determination:**

Prepared By: Aaron Hecock, Acting Planning & Building Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Williamson Act, also known as the California Land Conservation Act of 1965, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. On October 25, 2005 the City Council adopted Resolution 2005-103 adopting rules for the administration of Williamson Act Agricultural Preserves and Contracts on lands within the Agricultural Preserve, A-20, and Winery zoning districts in the City of St. Helena.

The main purposes of the act are to preserve farmland, maintain agriculture, provide tax relief to farmers and ranchers, promote orderly development and preserve open space. The act accomplishes these purposes by allowing counties and cities to place private land under contract restricting the land to agricultural or open space use for at least 10 years, in exchange for tax benefits to the landowner.

DISCUSSION

On October 2, 2019, the City received an application to place the 127.84-acre parcel located at 493 Dowdell Lane (APN # 009-120-065) into a Williamson Act contract. Per the attached California Department of Conservation (DOC) Federal Mapping and Monitoring Program map attached to this report, the entire parcel is dedicated to active agricultural uses (vineyards).

ANALYSIS

CEQA

The project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15317, Class 17, Open Space Contracts or Easements. This section provides an exemption for the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area.

GENERAL PLAN

The subject property exhibits a General Plan Land Use designation of Agriculture (AG). The AG designation provides for agricultural uses, wineries, single-family residences, and public and quasi-public uses. The AG designation is applied to extensive areas of the valley floor that surround the urban core area. With the exception of those hillside areas designated Woodlands and Watershed (WW), all lands outside the Urban Limit Line are designated AG regardless of their actual size or actual use. 2040 General Plan Policies applicable to the proposed project include the following:

- **LU1.3-** *Support agricultural and low-intensity uses beyond the Urban Limit Line.*
- **LU5.1 -** *Discourage conversion of existing farmland to non-agricultural uses.*
- **LU5.3 -** *Strictly limit development on properties existing at the time of the adoption of this General Plan that are designated as agricultural land.*

***Staff Response:** Staff has concluded that the proposed project is consistent with the General Plan policies listed above in that the contract would require that the property remain in active agriculture use thereby preserving agriculture as desired by the General Plan.*

ZONING

Consistent with the AG land use designation, the site exhibits a zoning designation of Twenty-Acre Agriculture (A-20). The A-20 designation provides for agricultural and residential uses. With the exception of those hillside areas designated woodlands and watershed, and wineries designated winery, all lands outside the urban limit line are designated A-20 regardless of their size or use. The purpose of the A-20 district is to promote and implement the policies of the general plan to preserve agricultural land uses and provide for future orderly development as the urban limit line is adjusted to accommodate urban growth. This district restricts the density of residential use and stipulates the location and area of residential development to promote preservation of

agricultural land use and reduce impacts to the provision of infrastructure as the urban area of the city expands.

Per Resolution 2005-103, only parcels located in the A-20, Winery, or Agricultural Preserve district and designated as Agriculture in the General Plan shall be permitted to apply for a Williamson Act contract.

Staff Response: The establishment of a Williamson Act contract on the subject parcel is consistent with the intent of the A-20 district in that the parcel would be required to remain in active agriculture throughout the life of the contract.

FISCAL IMPACT

According to the Napa County Assessor's Office, the overall fiscal impact would be approximately .01% of the difference between the current assessed value and the adjusted assessed value. This reduction in the assessed value of the subject parcel will not have a material fiscal impact on the City.

RECOMMENDED ACTION

For the reasons described above, staff recommends that the City Council:

1. Find the project exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15317; and
2. Adopt a resolution establishing an agricultural preserve and authorizing the City to enter into a Williamson Act Contract with owners of the 127.4-acre parcel (#009-120-065) located at 493 Dowdell Lane in the Twenty-Acre Agriculture (A-20) district.

ATTACHMENTS

[Resolution](#)

[Williamson Act Contract](#)

[APN Map](#)

[Aerial Map](#)

[FMMP Map](#)

[Williamson Act Resolution #2005-103](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Authorizing the City of St. Helena to Enter Into a Williamson Act Contract with the Owners of Parcel 009-120-065 in the A-20 District

RECITALS

- A. Pursuant to City of St. Helena Resolution 2005-103, the applicant has submitted an application to have an existing 127.84-acre parcel (#009-120-065) established as agricultural preserve for the purpose of entering into a Williamson Act Contract;
- B. The parcel is located at 493 Dowdell Lane and is designated Agriculture in the City of St. Helena General Plan and zoned A-20: Twenty Acre Agriculture. The parcel is planted with vineyards and is actively farmed; and
- C. A public notice was published in the Napa Valley Register and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law.

RESOLUTION

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

- 1. The parcel meets the minimum parcel size recommended for a Williamson Act contract pursuant to Rule 3 E of Resolution 2005-103 and the City Council finds that the parcel can sustain viable agricultural use;
- 2. The establishment of an agricultural preserve on this property is consistent with the City of St. Helena General Plan; and
- 3. This resolution authorizes the City of St. Helena to enter into a Williamson Act contract with the owners of parcel 009-120-065.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2019, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Knudsen: _____

Councilmember Koberstein: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

The City of St. Helena is Exempt from Recording
Fees (Government Code §27383), Documentary
Transfer Tax and City Transfer Tax (Rev. & Taxation
Code §11922 and St. Helena Municipal Code §3.20.050),
and Building Homes & Jobs Trust Fund Fee
(Govt. Code §27388.1(a)(2)(D)).

APN: 009-120-065

Space above this line reserved for County Recorder's use

**CITY OF ST. HELENA WILLIAMSON ACT CONTRACT
RESTRICTING THE USE OF CERTAIN PROPERTY WITHIN AN
ESTABLISHED AGRICULTURAL PRESERVE**

THIS CONTRACT is made and entered into this 21 day of November, 2019, by
and between the CITY OF ST. HELENA, a California municipal corporation, ("City"),
and REALTY INCOME PROPERTIES 2, LLC (hereinafter referred to as "Owner").
City and Owner are sometimes referred to herein individually as a "Party" and
collectively as the "Parties".

RECITALS

A. Owner is the owner of certain real property located at 493 Dowdell Lane, St. Helena, Napa County, California, more particularly described in the legal description set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property"). The Property is also identified as Napa County Assessor Parcel No. 009-120-065.

B. The City Council of the City of St. Helena (the "Council") has adopted rules, pursuant to Resolution No. 2005-103 (the "Rules"), governing the administration of agricultural preserves on lands inside the Twenty Acre Agriculture (A-20), Winery (W), and Agricultural Preserve (AP) zoning districts within the City and appropriate for preservation by contract under Chapter 7 of Division I of Title 5 of the California Government Code, known as the California Land Conservation Act of 1965 (referred to hereinafter as the "Williamson Act").

C. The Property is located in the Twenty-Acre Agriculture (A-20) zoning district of the City and is within an "agricultural preserve" devoted to "agricultural use", as defined in the Williamson Act and the Rules.

D. City may, by contract, limit the use of agricultural land within an agricultural preserve for the purpose of preserving such land pursuant and subject to the conditions set forth in this Contract and in the Williamson Act and the Rules.

E. Such a contract may provide for restrictions, terms, and conditions, including payments and fees, more restrictive than or in addition to those required by the Williamson Act.

F. The Parties intend by this Contract that the Property shall be enforceably restricted within the meaning and for the purposes of Section 8 of Article XIII of the State Constitution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Contract Made Pursuant to Land Conservation Act.

This Contract is made and entered into pursuant to and is subject to all the provisions of the Williamson Act, which are herein incorporated by reference, including any subsequent amendments thereto.

2. Definitions.

In addition to the defined terms set forth herein, the definitions set forth in the Rules and Section 51201 of the Williamson Act shall apply to this Contract.

3. Consideration and Waiver of Payment.

Owner shall not receive any payment from City in consideration of the obligations imposed under this Contract, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the Property taking into account the restrictions on the use of the Property contained herein.

4. Restrictions on Use of Property.

A. Except as otherwise provided in subsection 4.C. below, the Property shall not be used by Owner or Owner's successors in interest for any uses other than those now permitted by the Rules and Chapter 17.20 (Twenty Acre Agriculture District) of the St. Helena Municipal Code, provided that any such use shall comply with all applicable zoning regulations.

B. If the use requires a use permit, the provisions of Chapter 17.168 of the St. Helena Municipal Code shall apply, as that Chapter may be amended from time to time.

C. In the event that subsequent to the effective date of this Contract the regulations applicable to the Twenty Acre Agricultural District (A-20) which the Property is located are amended to eliminate one or more of the uses permitted by subsection 4.A. described above, such limitation will be fully applicable to the Property notwithstanding subsection 4.A. and the eliminated use shall no longer be permitted.

D. Notwithstanding subsections 4.A., 4.B. and 4.C. above, in determining what uses are permitted on property that was originally included in a single agricultural preserve contract, but which later was subdivided into multiple parcels pursuant to Section 51230.1 of the Williamson Act, all of the parcels shall be treated as a single unsubdivided unit.

5. Parcel Size.

The Property which is the subject of this Contract consists of a single assessor's parcel totaling 127.84 acres, as shown on the latest equalized assessment roll. The Council has made a finding that the Property can sustain an agricultural use permitted under the Rules and/or this Contract, as expressed herein.

6. Term of Contract; Automatic Extension.

A. The initial term of this Contract shall be ten (10) years from the date of its commencement, unless sooner terminated in accordance with the provisions hereof.

B. The term of this Contract shall commence on January 1st following the date of its execution and the Property will be subject to this Contract for a period of 10 years.

C. The term of this Contract shall be automatically extended on each succeeding January 1st which shall be deemed to be the annual renewal date of this Contract. Upon each such renewal date, one (1) additional year shall be automatically added to the initial term hereof, unless notice of non-renewal is given as provided in Section 7 below.

D. If City or Owner serves notice of intent in any year not to renew this Contract, this Contract shall remain in effect for the balance of the term remaining, dated from the date of commencement of this Contract or from the last extension of this Contract, as the case may be.

7. Notice of Non-renewal.

A. If either Party desires in any year not to renew this Contract, the Party shall serve written notice of non-renewal upon the other Party in advance of the annual renewal date of this Contract. Unless such written notice of non-renewal is served by Owner at least ninety (90) days prior to the annual renewal date, or by City or Owner at least sixty (60) days prior to the annual renewal date, this Contract shall be considered extended as provided in subsection 6.C above.

B. In the event City shall serve written notice of non-renewal of this Contract, Owner, within ten (10) days after receipt thereof, may submit to City a written protest of such non-renewal. City may, at its discretion, at any time prior to the next following renewal date, withdraw such notice of non-renewal and in such event this Contract shall continue as if no such notice of non-renewal had been submitted.

C. A written notice of non-renewal submitted by Owner must be executed by all owners of a fee interest in the Property and by all holders of a security interest in the Property. Such notice must relate to the whole of the Property, including but not limited to, all Property that was originally included in the Contract but later was subdivided pursuant to Section 51230.1 of the Williamson Act. Owner may make application to the Council for permission to submit a notice of non-renewal in relation to only a portion of the Property, and if such application is approved, the notice of non-renewal may relate to only such portion of the Property.

8. Assessment.

A. The Property shall be enforceably restricted within the meaning, and for the purpose, of Section 8 of Article XIII of the California Constitution. The Napa County Assessor shall assess the Property in accordance with the provisions of Article 1.5 of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code commencing with Section 421 thereof.

B. For the purposes of California Revenue and Taxation Code section 423(a)(3), the Parties stipulate that for purposes of calculating the value of the Property, Napa County, through its Assessor, shall apply either (1) the then actual agricultural and compatible uses rental income earned by the Property or (2) the fair rental income (also known as the market or economic rental income) which the Property is susceptible of earning, whichever is greater.

C. If either Party serves notice of non-renewal pursuant to the provisions of section 7 above, the Napa County Assessor shall thereafter value the Property in the manner provided in Revenue and Taxation Code section 426; provided, however, that this subsection shall be subject to the right of the State of California to provide for other methods for the assessment of the Property either before or after notice of non-renewal through appropriate legislation and in the event the State of California shall adopt such legislation, then, and in that event, the Napa County Assessor shall assess the Property in accordance with such legislation and any amendments thereto.

9. Eminent Domain or Other Acquisition.

Any action in eminent domain, or acquisition in lieu of eminent domain, for the condemnation of the fee title, or any interest which is less than the fee title, of either the entire Property or any portion of the Property for a public improvement by a public agency or person, as those terms are defined in the Williamson Act, or any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, shall be governed by sections 51290 et.seq. of the Williamson Act.

10. Contract Subject to Exercise of Police Power.

Nothing in this Contract shall limit or supersede the planning, zoning, health and safety or other police powers of City, and the right of City to exercise such powers with regard to the Property; including, but not limited to, those powers derived from the State Planning and Zoning Law and the State Housing Law.

11. Cancellation.

A. This Contract may not be canceled except as provided by law and in conformance with the provisions of this paragraph. Owner may petition the Council for cancellation of this Contract as to all or any portion of the Property. Any Owner-initiated request to cancel must be joined in by all Owners of a fee interest and all holders of a security interest in the Property. The Property for purposes of this subparagraph includes but is not limited to all Property that was originally included in the Contract but later was subdivided pursuant to Government Code section 51230.1 and each subdivided parcel placed in a single agricultural preserve Contract. The Council may approve the

cancellation of this Contract only if the Council makes the findings required by Government Code section 51280 et. seq.

B. This Contract may not be canceled until after City has given notice and has held a public hearing on the matter in accordance with the provisions of California law, including Government Code section 51284.

C. The existence of an opportunity for another use of the Property shall not be sufficient reason for the cancellation of this Contract. A potential alternative use of Property may be considered only if there is no proximate, non-contracted land suitable for the use to which it is proposed Property be put. Likewise, the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this Contract. The uneconomic character of the existing use shall be considered only if there is no other reasonable or comparable agricultural use to which the Property may be put.

D. As part of any application by Owner for the cancellation of this Contract, Owner shall acknowledge his or her readiness and willingness to pay to the County Treasurer a cancellation fee for deferred taxes equal to the amount calculated pursuant to Government Code section 51283. In the event the application for cancellation is approved, the collection and distribution of the cancellation fee for deferred taxes shall likewise be accomplished in the same manner as specified by the Government Code. Upon compliance with the provisions of Government Code section 51283.3, City and Napa County shall have all lien rights as provided therein for the recovery of any unpaid portion of said cancellation fee.

E. Upon payment of the cancellation fee or any portion thereof, the Council shall cause to be recorded with the County Recorder a written certificate of the release in whole or in part of the lien as provided in Government Code section 51283.3(c).

12. Subdivision.

The Property shall not be subdivided during the term of this Contract except to the extent permitted by the Act. In the event the Property is subdivided, new contracts shall be entered into to ensure compliance with section 5 of this Contract.

13. Voluntary Conveyance; Encumbrances.

A. If the Property is later subdivided into multiple parcels pursuant to Government Code section 51230.1, and/or conveyed according to the limits in that section, the Property shall not be conveyed by Owner to anyone other than members of Owner' immediate family unless all of the parcels included in this Contract are contained in multiple agricultural preserve contracts and conveyed to a single individual member or members of the immediate family of Owner.

B. If the Property is later subdivided into multiple parcels pursuant to Government Code section 51230.1, each subdivided parcel shall be placed in a single contract pursuant to the Williamson Act and shall not be encumbered unless all of the parcels that were included in this Contract, but are now contained in multiple agricultural preserve contracts, are also encumbered as a part of the same transaction.

14. Automatic Termination.

If it should be finally determined by judicial proceedings that this Contract does not constitute an enforceable restriction within the meaning of California Revenue and Taxation Code, except for an enforceability arising out of the non-renewal of this Contract, for any tax year during the term of this Contract or any extension thereof, then, and in that event, this Contract shall be null and void, and without further effect, and the Property shall be from that time free from any restriction whatsoever under this Contract.

15. Enforcement of Contract.

Any conveyance, contract, or authorization (whether oral or written) by Owner or his or her successors in interest which would permit use of the Property contrary to the terms of this Contract is hereby declared void; such declaration or the terms and provisions of this Contract may be enforced by City by an action filed in the Napa County Superior Court for the purpose of compelling compliance or restraining breach thereof. The enforcement proceedings provided in this Contract shall not be exclusive, and both Owner and City may pursue applicable legal and equitable remedies.

16. Indemnification; Binding Authority; Subordination.

A. Owner shall, at Owner's sole expense, defend with counsel retained by City, indemnify and hold City harmless from any claim, demand or cause of action from damages involving Owner's interest or rights in and to the Property or arising out of the existence or implementation of this Contract.

B. The person or persons signing this Contract represent that they are Owners of the Property, are entitled to and possess the authority to enter into this Contract and to bind the Property in accordance with this Contract.

C. Any holder of a security interest in the Property shall subordinate their interest in the Property to this Contract pursuant to a Subordination Agreement, substantially in the form attached hereto as **Exhibit B** hereto, and approved by the City, to be executed, acknowledged and recorded concurrently with this Contract. Any lessee of the Property shall subordinate their interest in the Property to this Contract pursuant to a Subordination Agreement, substantially in the form attached hereto as **Exhibit B-1**, attached hereto, and approved by the City, to be executed, acknowledged, and recorded concurrently with this Contract.

17. Costs of Litigation.

In case City shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, Owner shall and will pay all costs together with witness and expert witness fees, as well as reasonable attorney's fees of counsel chosen and retained by City, incurred by or imposed upon City by or in connection with such litigation; further, Owner shall and will pay all costs and witness and expert witness fees, as well as reasonable attorney's fees of counsel chosen and retained by City, which may be incurred or paid by City in enforcing the covenants and agreements of this Contract.

18. Penalty.

A. If after the execution of this Contract it is determined that a person or entity who has an interest in the Property has not signed the Contract, then Owner shall be obligated to City and the County of Napa for a sum in an amount equal to the difference between the taxes actually assessed and paid under the Contract and the taxes that would have been assessed and paid in the absence of a Contract. Such additional sum shall be levied for all times during which such interested person has not signed the Contract. The calculation of such tax differential shall be pro-rated on a monthly basis until the Owner obtains the necessary additional signatures.

B. In the event of a conveyance of the Property, Owner shall continue to be personally liable for such additional sums even after the conveyance of all of his or her interest in the Property, unless there has been recorded in the office of the Napa County Recorder a document approved and executed by City, by which the rights, obligations and liability of Owner has been assigned to, and assumed by, a successor in interest to the Property.

19. Severability.

If any term, clause or provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, the whole Contract shall not thereby be invalidated, but the Contract shall instead be construed as though not containing such invalid term, clause or provision, and the rights and duties of the Parties hereto shall be construed and enforced accordingly.

20. Successor In Interest:

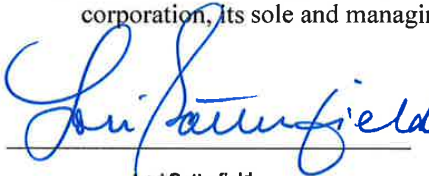
This Contract shall constitute a covenant running with the Property and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties. This Contract may be enforced by either Party.

IN WITNESS WHEREOF, Owner and City have executed this Contract as of the day and year first above written.

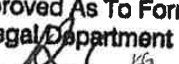
OWNER:

REALTY INCOME PROPERTIES 2, LLC
a Delaware limited liability company

By: Realty Income Corporation, a Maryland
corporation, its sole and managing member

 11-21-2019

Lori Satterfield
Senior Vice President,
Associate General Counsel

Approved As To Form
Legal Department

K. Carson

CITY OF ST. HELENA

Approved as to form:

Mark Prestwich, City Manager

Kara Ueda, City Attorney

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

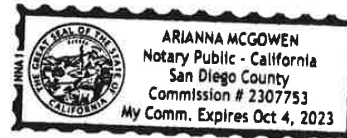
On November 21, 2019 before me, Arianna McGowen, Notary Public, personally appeared Lori Satterfield, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

PARCEL ONE: A portion of the lands of Heublein, Inc., a Connecticut corporation, successor by merger to Mount La Salle Vineyards, a California corporation, as said lands were described as Parcel One in the deed recorded February 15, 1957 in Book 536 at Page 97 of Official Records of Napa County, and all of the lands of Heublein, Inc. described as Parcel One in the deed to Mount La Salle Vineyards recorded December 27, 1957 in Book 559 at Page 592 of Official Records of Napa County, more particularly described as a whole as follows:

Beginning at a $\frac{3}{4}$ " diameter iron pipe "LS 5080" set on the "Monumented Compromise Line" shown on Map No. 1195 filed April 9, 1964 in Book 6 of Surveys at Page 86 in the office of the County Recorder of said Napa County, said $\frac{3}{4}$ " iron pipe bearing North $46^{\circ} 55' 45''$ East 1674.91 feet from the Northeasterly line of the right of way formerly of the Southern Pacific Railroad; thence leaving said "Monumented Compromise Line" South $41^{\circ} 15' 06''$ East 304.81 feet to a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080"; thence North $48^{\circ} 48' 12''$ East 363.51 feet to a $\frac{3}{4}$ " diameter iron pipe and plus "LS 5080"; thence South $41^{\circ} 32' 27''$ East 281.16 feet to a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080"; thence North $47^{\circ} 03' 21''$ East 1512.30 feet to a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080"; thence South $41^{\circ} 15' 01''$ East 338.89 feet to a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080"; thence South $48^{\circ} 38' 37''$ West 785.37 feet to a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080"; thence South $41^{\circ} 30' 08''$ East 388.97 feet, more or less, to the Southeasterly line of said Parcel One, as described in said deed recorded in Book 536 at Page 97 of Official Records of Napa County, marked by a $\frac{3}{4}$ " diameter iron pipe and plug "LS 5080", from where the 1" diameter iron pipe set in concrete at a northern corner of that certain 93 acre tract of land formerly of Constance Chaix described in the document recorded in Book 129 at Page 180 of Official Records of Napa County, bears North $46^{\circ} 48' 20''$ East 1594.88 feet; thence along said Southeasterly line of Parcel One (536 OR 97) North $46^{\circ} 48' 20''$ East 3168.5 feet, more or less, to the center of the Napa River; thence up the center of the Napa River following all the meanderings thereof in a northwesterly direction 1400 feet, more or less, to the northeasterly production of aforementioned "Monumented Compromise Line;" thence along said "Monumented Compromise Line" South $46^{\circ} 55' 45''$ West 2000 feet, more or less, to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556" at the Southern corner of Parcel Two as shown on Map No. 2063 filed July 7, 1971 in Book 3 of Parcel Maps at Page 16 in the office of the County Recorder of said Napa County; thence along the Southerly boundary of the lands shown on said Parcel Map the following ten (10) numbered courses and distances: (1) North $62^{\circ} 09' 16''$ West 102.26 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556"; (2) North $39^{\circ} 41' 05''$ West 112.78 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556"; (3) North $76^{\circ} 57' 49''$ West 80.48 feet to a point from where a $\frac{5}{8}$ " diameter iron pipe bears South $25^{\circ} 12' 25''$ West 1.80 feet; (4) South $73^{\circ} 04' 35''$ West 219.85 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556"; (5) North $22^{\circ} 59' 03''$ West 98.99 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556"; (6) South $60^{\circ} 36' 36''$ West 91.86 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "RCE 4556"; (7) North $62^{\circ} 36' 02''$ West 65.94 feet to a $\frac{3}{4}$ " diameter iron pipe with no tag; (8) North $83^{\circ} 01' 53''$ West 131.76 feet to a $\frac{3}{4}$ " diameter iron pipe with no tag; (9) South $74^{\circ} 47' 38''$ West 99.38 feet to a $\frac{1}{2}$ " diameter iron pipe with no tag; (10) North $41^{\circ} 38' 11''$ West 509.37 feet to a $\frac{3}{4}$ " diameter iron pipe and tag "LS 3801" at the most Easterly corner of the lands shown on said Parcel Map; thence leaving the boundary of said Parcel Map North $41^{\circ} 38' 11''$ West 28.00 feet to the most Western corner of the 25.40 acre tract conveyed to James Douddle by deed recorded in Book Q of Deeds at Page 246, Napa County Records, being a point on the Southeastern line formerly of

Exhibit A

Christopher Mills; thence along said Mills line South 48° 25' 57" West 663.30 feet, more or less, to the Northern corner of the 1.5 acre tract conveyed to Mark Walker by deed recorded in Book 28 of Deeds at Page 200, Napa County Records; thence South 41° 26' 12" East 313.50 feet to the Easterly corner of said 1.5 acre tract; thence South 48° 25' 57" West 209.22 feet to the Southerly corner of said 1.5 acre tract at the Southwesterly line of the 30.30 acre tract conveyed to A.A. Inman by deed recorded in Book 28 of Deeds at Page 198, Napa County Records; thence along the Southwesterly line of said 30.30 acre tract and the production thereof South 41° 26' 12" East 944.29 feet to said "Monumented Compromise Line" as shown on said Map No. 1195; thence along said "Monumented Compromise Line" South 46° 55' 45" West 446.95 feet to the point of beginning of this description.

APN: 009-120-065

Exhibit A

EXHIBIT B

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

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

The City of St. Helena is Exempt from Recording Fees (Government Code §27383), Documentary Transfer Tax and City Transfer Tax (Rev. & Taxation Code §11922 and St. Helena Municipal Code §3.20.050), and Building Homes & Jobs Trust Fund Fee (Govt. Code §27388.1(a)(2)(D)).

SUBORDINATION

The undersigned, _____, in its capacity as trustee ("**Trustee**"), for the beneficiary(ies) under that certain [Name of document: e.g. Deed of Trust], dated _____, and recorded on _____, as Instrument No. _____ in Official Records of Napa County, California (as heretofore or hereafter amended, supplemented, restated or otherwise modified, the ["**Deed of Trust**"]). _____, are the trustor ("**Trustor**") under the [Name of document: e.g. Deed of Trust]. Capitalized terms used in this Subordination without definition shall have the meanings given such terms in the [Name of document: e.g. Deed of Trust].

Trustee, as agent for the Beneficiary(ies) under the [Name of document: e.g. Deed of Trust], does hereby consent to the provisions contained in the City of St. Helena Williamson Act Contract Restricting The Use Of Certain Property Within An Established Agricultural Preserve, dated _____, 2019, granted by Trustor in favor of the City of St. Helena, a California municipal corporation, and recorded on _____, 2019, as Instrument No. 2019_____ in the Official Records of Napa County, California (the "**Williamson Act Contract**"), and does hereby agree that the lien and charge of the [Name of document: e.g. Deed of Trust] shall be, and is hereby made, subordinate and junior to the Williamson Act Contract and the entire effect thereof.

Date: _____, 2019

TRUSTEE:

By:

Name: _____
Title _____

Exhibit B

EXHIBIT B-1**RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:**

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

The City of St. Helena is Exempt from Recording Fees (Government Code §27383), Documentary Transfer Tax and City Transfer Tax (Rev. & Taxation Code §11922 and St. Helena Municipal Code §3.20.050), and Building Homes & Jobs Trust Fund Fee (Govt. Code §27388.1(a)(2)(D)).

SUBORDINATION

The undersigned, Treasury Wine Estates Americas Company, in its capacity as lessee ("Lessee") does hereby consent to the provisions contained in the City of St. Helena Williamson Act Contract Restricting The Use Of Certain Property Within An Established Agricultural Preserve, dated _____, 2019, granted by Realty Income Properties 2, LLC ("Lessor") (as provided for in that certain lease agreement entitled Land and Building Lease Agreement and dated June 23, 2010 ("Lease Agreement")) in favor of the City of St. Helena, a California municipal corporation, and recorded on _____, 2019, as Instrument No. 2019 _____ in the Official Records of Napa County, California (the "**Williamson Act Contract**"), and does hereby agree that the Lease Agreement shall be, and is hereby made, subordinate and junior to the Williamson Act Contract and the entire effect thereof.

Date: November 21, 2019

LESSEE:

Treasury Wine Estates Americas Company

By: Jane L. Floyd

Name: Jane L. Floyd
Title: General Counsel, Americas

Exhibit B-1

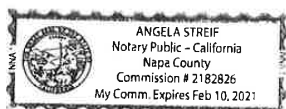
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
 County of Napa
 On November 21, 2019 before me, Angela Streif, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Jane Froyd
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Angela Streif
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

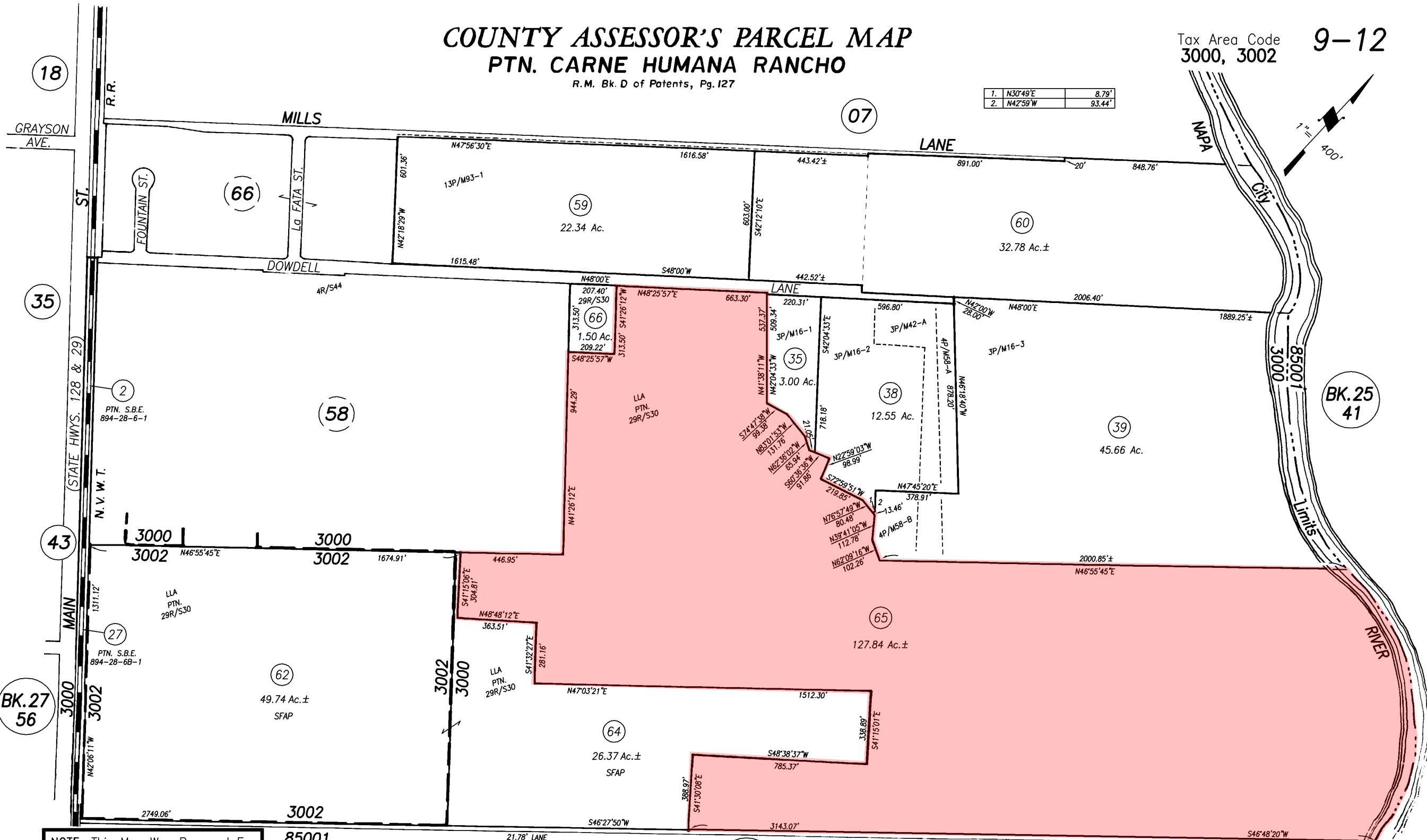
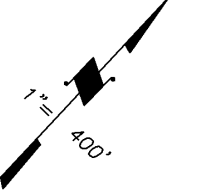
Signer is Representing: _____ Signer is Representing: _____

COUNTY ASSESSOR'S PARCEL MAP
PTN. CARNE HUMANA RANCHO

R.M. Bk. D of Patents, Pg. 127

Tax Area Code
3000, 3002 9-12

1.	N30°49'E	8.79'
2.	N42°59'W	93.44'



NOTE: This Map Was Prepared For
Assessment Purposes Only , No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

85001
1954
(RETRACED 1979)

NOTE: SFAP=Separated for Assessment Purposes

2-8-89	
10-26-89	
4-8-93	
10-4-93	
REVISION	DATE

9-12

Beaulieu Vineyard 11- Parcel Map

493 Dowdell Ln, St. Helena, CA

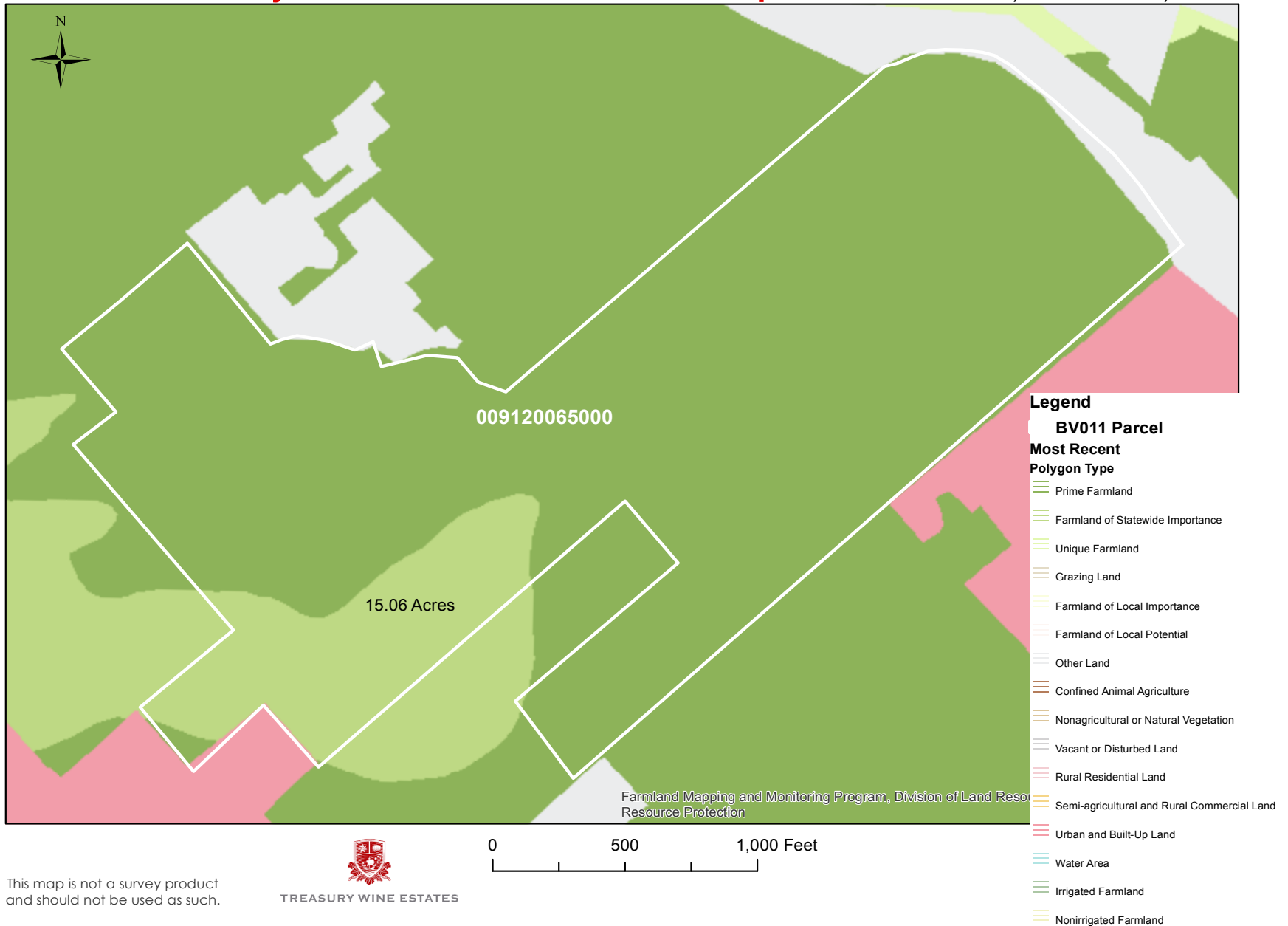


This map is not a survey product
and should not be used as such.



TREASURY WINE ESTATES

Beaulieu Vineyard 11- Williamson Act Map 493 Dowdell Ln, St. Helena, CA



This map is not a survey product and should not be used as such.



CITY OF ST. HELENA

RESOLUTION NO. 2005-103

**A RESOLUTION ADOPTING RULES GOVERNING THE
ADMINISTRATION OF WILLIAMSON ACT
AGRICULTURAL PRESERVES AND CONTRACTS ON
LANDS WITHIN THE AGRICULTURAL PRESERVE, A-20,
AND WINERY ZONING DISTRICTS IN THE CITY OF ST.
HELENA AND RESCINDING RESOLUTION 86-11**

RECITALS

A. In 1986 the City Council adopted by Resolution Number 86-11 rules governing the administration of the California Land Conservation Act of 1965, known as and hereinafter referred to as the Williamson Act, and Williamson Act contracts within the A-20 zoning district in the City of St. Helena.

B. The City recognizes the Agricultural Preserve, A-20, and Winery Zoning Districts as districts within which the City is willing to concurrently designate agricultural preserves and enter into Williamson Act contracts. The lands are comprised of either prime agricultural lands or lands suitable for agriculture use and uses compatible with agricultural use.

C. The City's previous enactment of Williamson Act rules incorporated the "Type H" Rules of the County of Napa. Based on circumstances in the City of St. Helena that differ from those in the County of Napa related to the designation of agricultural preserves and Williamson Act contracts, the City wishes to adopt new Williamson Act Rules for the Agricultural Preserve, A-20, and Winery Zoning Districts in the City of St. Helena as set forth below.

RESOLUTION

The City Council of the City of St. Helena does resolve as follows:

Section 1. Resolution Number 86-11 is hereby rescinded.

Section 2. The following rules are adopted governing the administration of Williamson Act agricultural preserves and contracts:

RULE 1. SCOPE

These Rules shall govern the administration of Williamson Act agricultural preserves and contracts in the Agricultural Preserve, A-20, and Winery Zoning Districts, including procedures for initiating, filing, and processing requests to establish, enlarge, diminish or disestablish agricultural preserves and contracted lands in the city of St. Helena that are either prime agricultural lands or suitable for agricultural use as defined by these Rules; the approved form, criteria, and procedures used for agricultural preserves and contracts; and the determination of uses compatible with agriculture which will be permitted on lands within a preserve and under contract.

RULE 2. DEFINITIONS

“Act” or “Williamson Act” means the California Land Conservation Act of 1965 (Sections 51200 *et seq.* of the California Government Code), as such may be amended from time to time.

“Agricultural commodity” means any and all plant or animal products produced in this state for commercial purposes.

“Agricultural land” means land in or for agricultural use as defined by these Rules, including land devoted to recreational use or land within a science highway corridor, a wildlife habitat area, a salt pond, a managed wetland area, or a submerged area.

“Agricultural preserve” means an area designated as an agricultural preserve and subject to a Williamson Act contract that is devoted to either agricultural use, recreational use, or open-space use, or any combination thereof, established in accordance with the provisions of the Williamson Act and these Rules, within the following City of St. Helena Zoning Districts:

Agricultural Preserve (AP) District

Twenty-Acre Agriculture (A-20) District

Winery District (W) District

“Agricultural use” means use of land for the purpose of producing an agricultural commodity for commercial purposes, and includes recreational and open space use as referenced in Section 51205 of the California Government Code.

“Cancellation” means the immediate removal from contract and designation as an agricultural preserve any land so designated and subject to a Williamson Act contract.

“City” means the City of St. Helena

“Compatible use” means any use designated in Sections 51238 and 51238.1 of the California Government Code, any use determined by these Rules, or any use determined and adopted by Resolution of the City Council to be compatible with the agricultural, recreational, or open-space use of land that is within an agricultural preserve and subject to a Williamson Act contract.

“Contract” means a contract affecting the City of St. Helena and any contracting parties, and entered into pursuant to the Williamson Act and these Rules.

“Contracted land” means land designated as an agricultural preserve and subject to a Williamson Act contract under that Act and these Rules.

“Council” means the City Council of the City of St. Helena, which is the administering body for the Williamson Act and these Rules in the City of St. Helena.

“County” means the County of Napa.

“Non-renewal” means an owner’s voluntary withdrawal of land under contract whereby the contract remains in effect for the remainder of its term.

“Parcel” means a parcel or legal lot of record as those terms are defined in Title 17 of the City of St. Helena Municipal Code.

“Prime agricultural land” means any of the following:

(1) All land that qualifies for rating as class I or class II in the Natural Resource Conservation Service land use capability classifications.

(2) Land which qualifies for rating 80 through 100 in the Storie Index Rating.

(3) Land which supports livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture.

(4) Land planted with fruit- or nut-bearing trees, vines, bushes or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than two hundred dollars (\$200) per acre.

(5) Land which has returned from the production of unprocessed agricultural plant products an annual gross value of not less than two hundred dollars (\$200) per acre for three (3) of the previous (5) five years.

"Owner" shall mean and refer collectively to all persons having any record title interest in the real property proposed to be established as an agricultural preserve.

“Open-space use” means the use of maintenance of land in a manner that preserves its natural characteristics, beauty, or openness for the benefit and enjoyment of the public, to provide essential habitat for wildlife, if the land is within a scenic highway corridor, a wildlife habitat area, a salt pond, a managed wetland area, or a submerged area, as these terms are defined by the Williamson Act.

“Recreational use” means the use of land in its agricultural or natural state by the public, with or without charge, for any of the following: walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participations, where any fee charged for such use is in a reasonable amount which does not have the effect of unduly limiting its use by the public, and where any ancillary structures necessary for such use comply with the provisions of Section 51238.1 of the California Government Code.

RULE 3. AREA AND MINIMUM PARCEL SIZE CRITERIA.

(A) In adopting this Rule, the Council hereby determines that:

1. the establishment of agricultural preserves of less than 100 acres in size is necessary due to the unique characteristics of the viticulture and other relatively intensive and site specific farming enterprises within the City of St. Helena; and

2. the establishment of agricultural preserves of less than 100 acres in size is consistent with the General Plan of the City of St. Helena.

(B) The minimum size of an agricultural preserve shall be not less than ten (10) acres in size in the case of land that is prime agricultural land and not less than (40) acres in the case of land that is not prime agricultural land, unless the Council makes a finding that regardless of the size of the proposed preserve, it can nevertheless sustain an agricultural or compatible use permitted under these Rules and/or the contract(s) to which parcel(s) within the preserve are subject.

(C) Contiguous parcels or parcels under common ownership may be considered as combined for the purposes of a preserve. All parcels must be either suitable for agricultural use or compatible with agricultural use of the lands included in the agricultural preserve.

(D) The parcel or parcels comprising a preserve at the time of its establishment must become subject to Williamson Act contract(s) that affect all of the lands within the agricultural preserve as soon as practicable following the Council's approval of the agricultural preserve.

(E) The minimum size of a parcel within an agricultural preserve and subject to a Williamson Act contract shall be not less than ten (10) acres in the case of prime agricultural land and not less than forty (40) acres in the case of land that is not prime agricultural land, except that a parcel less than the minimums described herein may be subject to a Williamson Act contract if the Council finds that the parcel can nevertheless sustain an agricultural use permitted under these Rules and/or the resulting contract.

(F) If the parcels forming an agricultural preserve are contiguous but not under common ownership, each parcel shall be subject to a separate contract. Parcels under common ownership, either contiguous or non-contiguous, may be subject to one contract or to separate contracts, as necessary to fulfill the purposes of the Williamson Act and these Rules.

(G) If more than one parcel under common ownership is proposed to form an agricultural preserve, any one parcel under that ownership may be less than (10) acres in size without a finding as provided for in this Rule 3, if the parcels are subject to written agreement for joint management pursuant to California Government Code section 51230.1 and the parcels that are jointly managed total at least ten (10) acres in size in the case of prime agricultural land or forty (40) acres in size in the case of land that is not prime agricultural land.

The written agreement for joint management must also do the following: define the term immediate family to mean the spouse, the natural or adopted children, the parents, or the siblings of Owner; designate the City as an intended third party beneficiary of the agreement; provide that the City has the right to enforce the terms of the agreement; provide that the parties will pay all costs and reasonable attorney's fees which may be incurred or paid by City in enforcing such

agreement; and otherwise be consistent with the provisions of Government Code section 51230.1.

RULE 4. ZONING.

Only parcels located in the Agriculture A-20 District, the Winery District, or the Agricultural Preserve District within the City of St. Helena and designated as Agriculture in the City's General Plan shall be permitted to apply for a Williamson contract. In the case of a discrepancy between regulations of the zoning district in which land established as an agricultural preserve, and the provisions of these rules and any contract entered into hereunder, these rules and such contract shall be deemed to govern.

RULE 5. LIMITATIONS ON USES.

(A) Uses other than those identified as agricultural uses under the Williamson Act, or uses other than those identified in Rule 6 are not permitted on any property that is placed in an agricultural preserve established pursuant to these rules.

(B) Notwithstanding subparagraph A, if the City Council adopts a Resolution amending these rules and that amendment permits additional agricultural uses not identified in Rule 6 or in the contract but which are a permitted use in the zoning district in which the subject property is located, those additional uses shall be permitted unless the Resolution provides otherwise, subject to the restrictions contained in the next succeeding subparagraph.

(C) In the event that, subsequent to the date property is included within an agricultural preserve and a contract is entered into, the regulations applicable to the zoning district in which the property is located are amended to eliminate one or more of the uses permitted by Rule 6 or by any resolution referenced in the immediately preceding subparagraph, such limitation will be fully applicable to the property notwithstanding Rule 6 or any resolution adopted pursuant to the immediately preceding subparagraph and the eliminated use will no longer be permitted.

(D) Notwithstanding Government Code sections 51222 or 66474.4, a landowner may subdivide land that is currently designated as an agricultural preserve pursuant to Government Code section 51230.1 as that section may be amended from time to time (which allows for transfers to immediate family members, subject to limitation) or pursuant to Government Code section 51230.2 as that section may be amended from time to time (which allows for agricultural laborer housing facilities, subject to limitation).

RULE 6. COMPATIBLE USES.

(A) Those uses that are compatible with agriculture within an agricultural preserve, subject to these rules, are those which are listed in the St. Helena Municipal Code for the Agriculture A-20 District, the Winery District; and the Agricultural Preserve District.

(B) Where a use permit is required, St. Helena Municipal Code Sections 27.435-27.444, as those sections may be amended from time to time, shall apply. Furthermore, before the Council approves a use permit for land subject to a contract, it shall make a finding that the

use is compatible with the principles of compatibility set forth in Government Code section 51238.1 as that section may be amended from time to time.

(C) Nothing in these rules shall be construed as limiting the power of the City to restrict the types of uses that are compatible with agriculture or otherwise exercise the police power of the City over the property subject to the agriculture preserve contract.

RULE 7. APPLICATION TO ESTABLISH AN AGRICULTURAL PRESERVE.

(A) Any proposal to establish an agricultural preserve shall be submitted in writing by the Owner(s) of the subject property to the Planning Department on a form prepared by the Planning Department. The Owner(s) shall provide such information as is necessary to support the eligibility of the parcel(s) under these rules to become an agricultural preserve.

(B) A deposit for filing the proposal to establish an agricultural preserve in the amount set by the Council shall be paid at the time of filing and the proposal shall not be considered complete until deposit has been paid. If the deposit is not established by Council Resolution, the deposit shall be the amount established to file a use permit application.

RULE 8. PLANNING DEPARTMENT REPORT.

(A) In accordance with California Government Code section 51234, the Planning Director shall submit a report on the proposal to the St. Helena City Council (Council) within thirty (30) days after receipt by the Department of a complete proposal. Upon request of the Planning Director, the Council may extend the time allowed for an additional period not to exceed thirty (30) days.

(B) The report shall include the following:

- (1) A determination by the Planning Director of the acreage of the parcel(s);
- (2) A statement that the proposed agricultural preserve is consistent, or inconsistent, with the City's general plan, together with the reasons supporting such statement; and

(C) The report may include such other information and recommendations relating to planning objectives as the Council may request or that the Planning Director considers appropriate.

RULE 9. PUBLIC HEARING AND APPROVAL OF PRESERVE.

(A) Upon receipt of the Planning Director's report, the Council shall set a date, time and place for a public hearing as required by California Government Code section 51230. Notice of the hearing shall be published pursuant to California Government Code section 6061, and shall include the Assessor's parcel number or numbers of the land which is proposed to be included within the preserve.

(B) At the hearing, the Council shall consider the report of the Planning Director. Any determination of the Planning Director with which the Owner(s) disagree shall be considered by the Council.

(C) At the hearing, the Council shall hear all interested persons.

(D) Such hearings may be continued from time to time at the discretion of the Council and at the conclusion of the hearing the Council may approve the agricultural preserve by resolution.

(E) Any proposal to enlarge, diminish or disestablish an agricultural preserve shall be subject to the same procedures as set forth in Rule 5 and in this Rule 6, except that the filing of an application and application fee shall not apply when the proposal is initiated by the City rather than the Owner(s). If any proposal by other than the Owner(s) to disestablish or alter the boundary of an agricultural preserve will remove land under contract from such a preserve, notice shall be provided by the Council to the Owner(s) of the land as provided for under California Government Code section 51232.

RULE 10. CONTRACTS.

Upon approval of the agricultural preserve by the Council, the City will enter into a contract with Owner(s) limiting the use of the parcel(s) to the compatible uses described in Rule 6, such limitation being for the purpose of preserving such land consistent with the Williamson Act.

RULE 11. FORM OF CONTRACT.

The form of the contract to be used is attached to these Rules as Exhibit 1, and incorporated into these Rules as a part hereof. Copies may be obtained from the Planning Department.

RULE 12. TERM, NON-RENEWAL, RESCISSION AND CANCELLATION.

(A) A contract shall have a term of no less than ten (10) years, with a provision for automatic renewal for an additional year on each anniversary date unless notice of non-renewal is served consistent with the provisions of Williamson Act section 51245.

(B) A contract may be rescinded in order to simultaneously place other land within the City into an agricultural conservation easement as provided for by Government Code section 51295; or for a lot line adjustment as provided for by Government Code section 51257(a).

(C) A contract may be cancelled before non-renewal under the terms of cancellation provided for under the Williamson Act, sections 51280 et seq. In general, tentative approval of the cancellation of a Williamson Act contract requires the Council to make either one of the following findings:

1. That the cancellation is consistent with the purpose of the California Land Conservation Act (per Government Code section 51282(a)); or,

2. That the cancellation is in the public interest (per Government Code section 51282(b))

RULE 13. RENTAL INCOME.

For purposes of calculating the value of the property covered by a contract, Napa County, through its Assessor, shall apply the greater of either (1) the then actual annual rental income earned by agricultural lease of the property, or (2) the fair rental income (also known as the market or economic rental income) which the property is susceptible of earning from lease of the property for agricultural or compatible use purposes.

RULE 14. TIME FOR FILING.

To assure the City time to meet the requirements of the California Revenue and Taxation Code governing valuation of enforceably restricted land, the proposal submitted to the Planning Department pursuant to Rule 7 shall be filed on or before October 15 preceding the lien date on which the term of the contract is to become effective. For purposes of these rules, the lien date shall be January 1st.

When a contract entered as a result of the establishment of an agricultural preserve has been both ratified and recorded, the property will be assessed under the Williamson Act effective on the first lien date (January 1) following the recording. If the contract is ratified before the lien date but not recorded until after the lien date, the restricted value will not take effect until the subsequent lien date.

RULE 15. MAP.

Once an agricultural preserve has been established under these rules, and as long as it shall be in effect, a map of such agricultural preserve and the resolution under which the preserve was established shall be filed and kept current by the City with the Napa County Recorder.

RULE 16. FILINGS WITH THE DEPARTMENT OF CONSERVATION.

On or before the first day of September of each year the City shall file with the Director of California State Department of Conservation a map of the City and designate thereon all agricultural preserves in existence at the end of the preceding fiscal year. Within thirty (30) days after a form of contract described in these rules is first used, the Clerk shall file with the Director a sample copy of each such form of contract and any land use restrictions applicable thereto.

RULE 17. RECORDATION.

No later than twenty (20) days after the City enters into a contract pursuant to these rules, the Clerk shall record with the Napa County Recorder a copy of the contract, which shall

describe the land subject thereto, together with a reference to the map showing the location of the agricultural preserve in which the property lies.

RULE 18. PERIODIC REPORT BY OWNER(S).

From time to time during the term of the contract either or both the County Assessor and City Planning Director may request that the Owner(s) supply in writing information concerning the agricultural activities conducted upon the subject property and information concerning the actual agricultural rental income or other revenue derived from the subject property. The Owner(s) shall promptly comply with such requests.

Approved at a Regular Meeting of the St. Helena City Council on October 25, 2005, by the following vote:

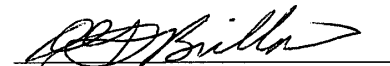
Ayes: Councilmembers Potter, Sklar, Novak, Schoch, Mayor Britton

Noes: None

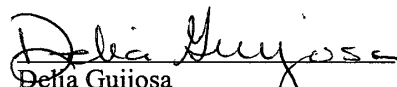
Absent: None

Abstain: None

APPROVED:


Delford Britton
Mayor

ATTEST:


Delia Guijosa
City Clerk





Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: PUBLIC HEARINGS

Subject: Consideration and proposed approval of the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 137, 1057 Pratt Avenue, St Helena, CA. 94574 (APN) 009-142-003.

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: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Josephine Lei Chan and Erick Tai, owners of 1057 Pratt Avenue, St. Helena, CA. 94574, Napa County Assessor Parcel Number (APN) 009-142-003 ("Property"), have applied to be annexed into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 137. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer for tax purposes. A location map and description for the property are shown in Attachment 1.

On August 18, 2015, the Planning Commission held a noticed public hearing for Resolution PC2015-027, Demolition Permit and Design Review No. PL15-032 of 1057 Pratt Avenue conditioning the property owner to annex into the City of St. Helena Municipal Sewer District No. 1, pay all annexation, connection, and impact fees prior to building their project.

On September 20, 2016, the Planning Commission reviewed and approved Resolution PC2016-035 extending the project approval. The project was provided an additional time extension since the property owner was denied connection to the sewer by the Public Works Director until such time that the Crinella Pump Station force main pipeline was upgraded to 6" in 2017. Both Resolutions are included as attachments (Attachments 5 and 6).

On October 8, 2019, City Council adopted Resolution 2019-118 (Attachment 7), ordering the public hearing to annex the Property into the District,

DISCUSSION

The public hearing notices to consider objections to the proposed annexation for December 10, 2019, were first published on November 26, 2019, and the second on December 3, 2019. Also, per Section 4610.5, copies of the resolution were posted in three public places within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. (See Section 4646). After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District (which will also require at least four affirmative votes) upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. (See Section 4647). Upon recordation of the resolution the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District. (See Section 4648).

If the City Council approves the resolution following the hearing, 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.

[1] Unless otherwise noted, all further section references are to the California Health and Safety Code.

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

Adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 137, 1057 Pratt Avenue, St. Helena, CA. 94574 (APN) 009-142-003.

ATTACHMENTS

[Attachment 1: 1057 Pratt Ave Map & Legal Description](#)

[Attachment 2: 1057 Pratt Ave Sewer Annexation Fees](#)

[Attachment 3: 1057 Pratt Ave Sewer Impact Fees](#)

[Attachment 4: 1057 Pratt Sewer Annexation App](#)

[Attachment 5: RESO PC2015-027 1057 PRATT D.R. 081815](#)

[Attachment 6: RESO PC2016-035 1057 PRATT AVE D.R. EXTENSION 09-20-16](#)

[Attachment 7: 2019-118 Setting a Hearing for 1057 Pratt](#)

[Attachment 8: Resolution Annexation of 1057 Pratt](#)

NEW ALBION SURVEYS

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574
(707) 963-1217 ♦ FAX (707) 963-1829
E-Mail: jwebb@albionsurveys.com

3584-00
June 27, 2019

EXHIBIT "A"

Lands of Chan

Real property situated in the City of St. Helena, County of Napa, State of California, being a portion of Rancho Carne Humana, and being a that certain tract of land described in the Grant Deed to Josephine Lei Chan and Erick Tai, recorded as instrument number 2018-0012566 on June 26, 2018 in the Office of the County Recorder of said County of Napa, being more particularly described as follows:

BEGINNING at the most westerly corner of said lands, said corner being an angle point on the Existing Sewer District Boundary; thence along the exterior boundaries of said lands the following four (4) courses:

- 1) North 30°00'00" East 120.00 feet, thence
- 2) South 60°00'00" East 131.56 feet, thence
- 3) South 29°42'58" East 120.00 feet, thence
- 4) North 60°00'00" West 132.15 feet to the point of beginning of this description.

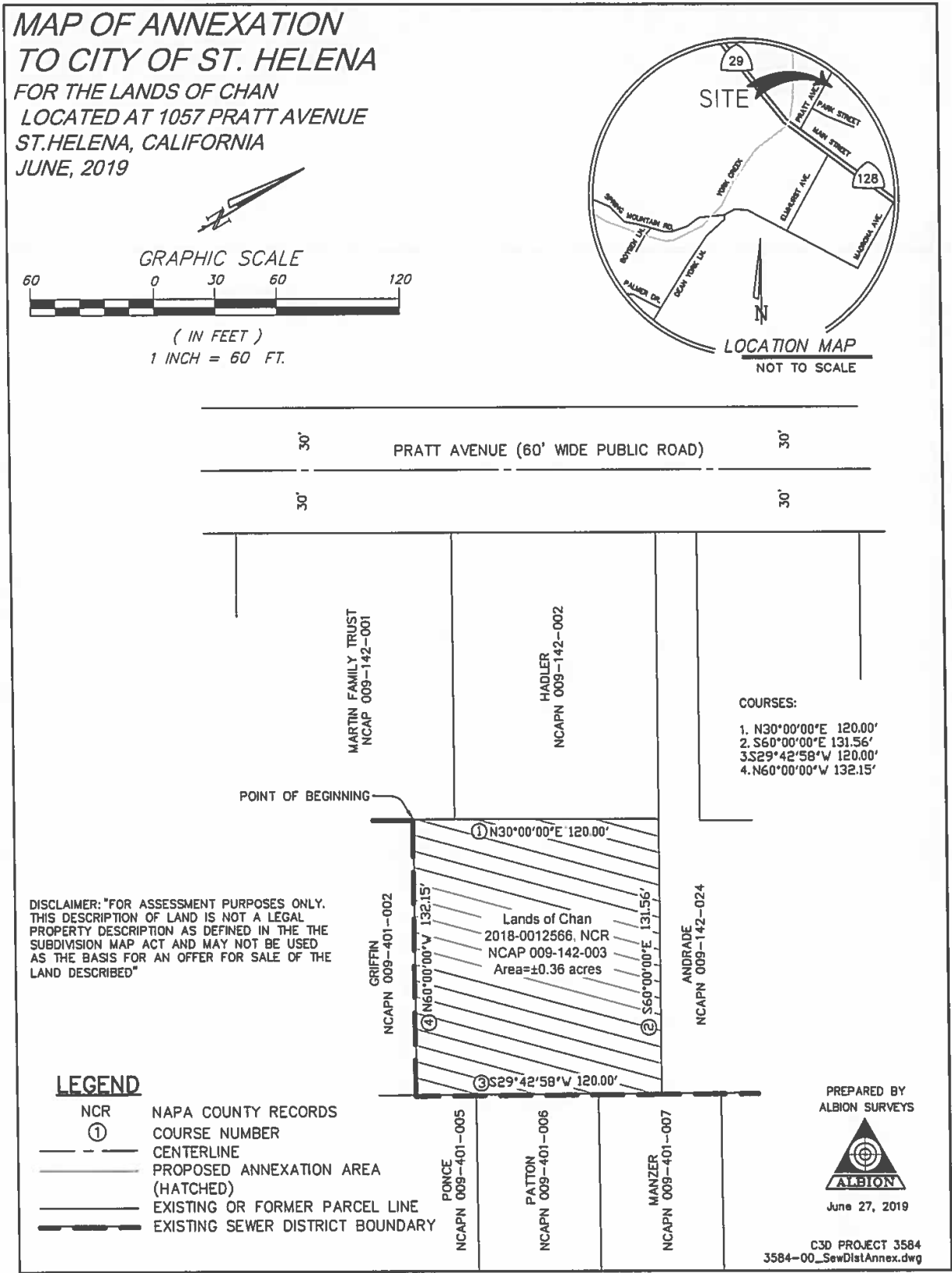
Containing 0.36 acres, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Jon M Webb

Jon M. Webb
Professional Land Surveyor No. 6709
License Renewal: June 30, 2020





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

Date: 07/17/2019 Time: 16:40
Receipt No. 00195033

Account: CR 3,300.00

Sewer Annexati
on Fees - 1057
Pratt Ave 2,000.00
Sewer Connecti
on App Fee - 1
057 Pratt Ave 900.00
Sewer Connecti
on Inspect - 1
057 Pratt Ave 400.00

Total 3,300.00
Check 14 3,300.00
Cash 0.00

Total 3,300.00
Change 0.00

Bal Forward:

Josephine Chan
Customer #: 019421
116 27th Street

San Francisco, CA 94110

Cashier: mbeltran
Station: SKINGWORKS

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

Date: 08/15/2019 Time: 14:33
Receipt No. 00197325

Account:CR 2,029.29

Sewer Impact F
ees - 1057 Pra
tt Ave 2,029.29

Total 2,029.29
Credit Car Vi 2,029.29
Cash 0.00

Total 2,029.29
Change 0.00

Bal Forward:

Erick Tai
Customer #: 019692
563 Alvarado St

San Francisco, CA 94114

Cashier: mbeltran
Station: SKINGWORKS



CITY OF ST. HELENA
DEPARTMENT OF PUBLIC WORKS
 1572 RAILROAD AVENUE, ST. HELENA, CA. 94574
 707-968-2658

Application for Sewer Annexation and/or Connection

APPLICANT INFORMATION			
Applicant(s) Name Josephine Lei Chan and Erick Tai			Phone (408) 876-7779
Applicant(s) Street Address 563 Alvarado St.		City San Francisco	State CA
		Zip 94107	
Property Owner Name (same)			Phone
PROPERTY INFORMATION			
Property Address seeking sewer annexation 1057 Pratt Ave		City St. Helena	State CA
		Zip 94574	
Assessor's Parcel No (APN) 009-142-003	Dwelling Square Footage 3,979 sq. feet	Existing Land Use Residential	
Subsequent Development Plans, if any, and Timing Proposed single family dwelling, detached garage and second dwelling unit.			
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.			
 Property Owner Signature		7/8/19 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)	\$400
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	
Submission to BOE		Sewer Impact Fee: \$ _____ * X _____ (Habitable SF)	
Submission to Napa County Auditor		(18/19) *PER SF \$.51 SFR \$.77 MFR \$.51 Office \$.69 Industrial \$1.02 Com/Retail \$1.01 Lodging	
Submission to Napa County Assessor's office			
Napa County Tax Rate Area Change Received		Total Collected with Application	
Grading Permits Approved		Pending Amount Due	
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

Please note there may be additional Building Department fees due for final hookup.
 Contact the City of St Helena Building Department at 707.967.2779 with questions.

Updated 09/2018

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION PC2015-027

**DEMOLITION PERMIT AND DESIGN REVIEW NO. PL15-032
CITY OF ST. HELENA, STATE OF CALIFORNIA
GRANTED TO 1057 PRATT AVENUE**

PROPERTY OWNER: Donna & Rusty Hinds

APN: 009-142-003

Recitals

1. Request by Donna & Rusty Hinds for a demolition permit and design review approval to demolish existing structures in order to construct a new two-story, 3,021-sf single-family residence with an 849-sf second unit, 624-sf detached garage, and 120-sf shed on the property located at 1057 Pratt Avenue in the MR: Medium Density Residential district.
2. The Planning Commission of the City of St. Helena, State of California, held a noticed public hearing on August 18, 2015.

Resolution

- A. The Planning Commission hereby finds that the project is exempt from CEQA pursuant to Section 15301, which exempts demolition of accessory structures and Section 15303, which exempts the construction or conversion of small structures including single-family residences, garages, pools, etc.
- B. For the Demolition Permit, the Planning Commission determines that the project is in compliance with Municipal Code Section 17.164.050(E) in:
 1. *That, based on the public record and testimony presented at a public hearing, the building is determined not to be a significant architectural or historical building.*
 2. *That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood.*
- C. The Planning Commission determines the project is in compliance with the following Design Review criteria of Municipal Code Section 17.164.030:
 1. *Consistency and compatibility with applicable elements of the general plan;*
 2. *Compatibility of design with the immediate environment of the site;*
 3. *Relationship of the design to the site;*
 4. *Determination that the design is compatible in areas considered by the board as having a unified design or historical character;*
 5. *Whether the design promotes harmonious transition in scale and character in areas between different designated land use;*
 6. *Compatibility with future construction both on and off the site;*
 7. *Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;*

1057 Pratt Avenue
Design Review Conditions
August 18, 2015

8. *Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;*
9. *Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;*
10. *Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;*
11. *Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;*
12. *Whether natural features are appropriately preserved and integrated with the project;*
13. *Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;*
14. *In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;*
15. *Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;*
16. *Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;*
17. *Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.*

Planning Department Conditions of Approval

- D. The Planning Commission approves design review for the above-described project with the following conditions of approval. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
1. The design review shall be vested within one (1) year from the date of final action. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of this action or the approval shall expire, provided however that the approval may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
2. The approvals shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 14-day period.

1057 Pratt Avenue
Design Review Conditions
August 18, 2015

3. All required fees, including planning fees, development impact fees, residential in-lieu housing fees, building fees, toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit. Fees shall be those in effect at the time of the issuance of the building permit.
4. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
5. Provided they are in general compliance with this approval, minor modifications may be approved by the Planning Director.
6. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
7. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
8. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on August 18, 2015, except as modified herein. The Planning Director may also authorize minor modifications to the plans.
9. The garage as shown on the submitted plans shall be reduced in height to 15 feet or less to comply with Municipal Code Section 17.40.060(A)(4).
10. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
11. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or

federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

Public Works Department Conditions of Approval

1. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
2. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
3. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. All stormwater and erosion control plans shall conform to the latest State and City codes at a minimum.
4. Prepare and implement a Stormwater Control Plan as required by the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual, dated July 14, 2014.
5. The applicant shall incorporate water conservation practices into the proposed project per the Theoretical Water Use Report prepared by James McCalligan of JMA Architecture, dated June 15, 2015, including installing 1.28 gal toilets, 1.5 gpm faucets, and 2.0 gpm low flow showerheads. Any and all non-conforming appliances and plumbing fixtures shall be removed from the premises. The water conservation requirements shall be replicated in full on the architectural plans.
6. Site plan shall show location of any trees within the project area.
7. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes

*1057 Pratt Avenue
Design Review Conditions
August 18, 2015*

located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.

8. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
9. Annex into the City of St Helena Municipal Sewer District No. 1, and pay all annexation, connection, and impact fees.
10. Construct a concrete driveway approach, including sidewalk, per current City and ADA standards prior to Certificate of Occupancy.
11. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
12. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
13. An encroachment permit shall be required for any work performed in the public right of way.

Building Department Conditions of Approval

1. Prior to commencing with any construction activities the applicant shall procure all required Building, Plumbing, Electrical and Mechanical permits.
2. The applicant will be required to comply with the codes adopted at the time a building permit application is submitted. Currently the City of St. Helena has adopted the 2013 editions of California Title 24, part 1 Administrative, part 2 Building, part 3 Electrical, part 4, Mechanical, part 5 Plumbing, part 6 Energy, part 11 Green Building and part 12 Referenced Standards Codes, Part 2.5 California Residential Code.
3. The demolition work is significant and will require a "J-number" from the Bay Area Air Quality Management District (*BAAQMD).
4. The rebuild is significantly larger than the original residence and garage, more than 50% new. The structure shall be considered a new residence and shall comply with all the applicable codes for a new home.
5. This project will require approval from the Napa County Department of Environmental Management Department if the septic is to be used.

1057 Pratt Avenue
Design Review Conditions
August 18, 2015

- a. If the septic system is to be abandoned the Napa County Department of Environmental Management approval will be required.

I HEREBY CERTIFY that the foregoing design review was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on August 18, 2015 by the following roll call vote:

AYES: *Commissioners Monnette, Kistner, Koberstein, Sweeney, and Chair Parker*

NOES:

ABSENT:

ABSTAIN:

APPROVED:



Sarah Parker
Chair, Planning Commission

ATTEST:



Noah Housh
Planning Director

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION PC2016-035

**DESIGN REVIEW EXTENSION NO. PL16-057
GRANTED TO 1057 PRATT AVENUE**

PROPERTY OWNER: Donna & Rusty Hinds

APN: 009-142-003

Recitals

1. Request by Donna & Rusty Hinds for a one-year design review approval extension in order to construct a new two-story, 3,021-sf single-family residence with an 849-sf second unit, 624-sf detached garage, and 120-sf shed on the property located at 1057 Pratt Avenue in the MR: Medium Density Residential district.
2. This is the first of two possible extensions and this extension will expire on September 2, 2017.
3. The Planning Commission of the City of St. Helena, State of California, held a duly noticed public hearing on September 20, 2016.

Resolution

- A. The Planning Commission hereby finds that the project is exempt from CEQA pursuant to Section 15303, which exempts the construction or conversion of small structures including single-family residences, garages, pools, etc.
- B. The Planning Commission determines the project is in compliance with the following Design Review criteria of Municipal Code Section 17.164.030:
 1. *Consistency and compatibility with applicable elements of the general plan;*
 2. *Compatibility of design with the immediate environment of the site;*
 3. *Relationship of the design to the site;*
 4. *Determination that the design is compatible in areas considered by the board as having a unified design or historical character;*
 5. *Whether the design promotes harmonious transition in scale and character in areas between different designated land use;*
 6. *Compatibility with future construction both on and off the site;*
 7. *Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;*
 8. *Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;*
 9. *Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;*
 10. *Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;*

1057 Pratt Avenue
Design Review Extension
September 20, 2016

11. *Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;*
12. *Whether natural features are appropriately preserved and integrated with the project;*
13. *Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;*
14. *In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;*
15. *Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;*
16. *Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;*
17. *Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.*

Planning Department Conditions of Approval

- C. The Planning Commission approves the design review extension for the above-described project with the following conditions of approval. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
 1. The design review shall be vested within one (1) year from the date of final action. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of this action or the approval shall expire, provided however that the approval may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
 2. The approvals shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 14-day period.
 3. All required fees, including planning fees, development impact fees, residential in-lieu housing fees, building fees, toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit. Fees shall be those in effect at the time of the issuance of the building permit.
 4. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its

1057 Pratt Avenue
Design Review Extension
September 20, 2016

own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.

5. Provided they are in general compliance with this approval, minor modifications may be approved by the Planning Director.
6. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
7. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
8. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on September 20, 2016, except as modified herein.
9. The garage as shown on the submitted plans shall be reduced in height to 15 feet or less to comply with Municipal Code Section 17.40.060(A)(4).
10. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
11. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

Public Works Department Conditions of Approval

12. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and

1057 Pratt Avenue
Design Review Extension
September 20, 2016

Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.

13. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
14. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. All stormwater and erosion control plans shall conform to the latest State and City codes at a minimum.
15. Prepare and implement a Stormwater Control Plan as required by the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual, dated July 14, 2014.
16. The applicant shall incorporate water conservation practices into the proposed project per the Theoretical Water Use Report prepared by James McCalligan of JMA Architecture, dated June 15, 2015, including installing 1.28 gal toilets, 1.5 gpm faucets, and 2.0 gpm low flow showerheads. Any and all non-conforming appliances and plumbing fixtures shall be removed from the premises. The water conservation requirements shall be replicated in full on the architectural plans.
17. Site plan shall show location of any trees within the project area.
18. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
19. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.

20. Annex into the City of St Helena Municipal Sewer District No. 1, and pay all annexation, connection, and impact fees.
21. Construct a concrete driveway approach, including sidewalk, per current City and ADA standards prior to Certificate of Occupancy.
22. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
23. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
24. An encroachment permit shall be required for any work performed in the public right of way.

Building Department Conditions of Approval

25. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2013 Title 24 codes.
26. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
27. The applicant shall provide a construction waste management plan with the building permit application.
28. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
29. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.
30. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

I HEREBY CERTIFY that the foregoing design review extension was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on September 20, 2016 by the following roll call vote:

*1057 Pratt Avenue
Design Review Extension
September 20, 2016*

AYES: Commissioners Koberstein, Sweeney, Monnette and Kistner

NOES: None

ABSENT: Commissioner Parker

RECUSED: None

APPROVED:



Grace Kistner
Chair, Planning Commission

ATTEST:



Noah Housh
Planning Director

CITY OF ST. HELENA

RESOLUTION NO. 2019-118

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA SETTING A HEARING FOR 6:00 P.M., TUESDAY, NOVEMBER 26, 2019 TO CONSIDER OBJECTIONS TO THE PROPOSED ANNEXATION OF TERRITORY, KNOWN AS 1057 PRATT AVENUE, ST HELENA, CA. 94574 (APN 009-142-003), INTO THE ST HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 137

RECITALS

- A. The owner of 1057 Pratt Avenue, St Helena, CA (APN 009-142-003-000) ("Property") has requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"); and
- B. The legal description and boundary for the Property to be annexed is described in the attached Exhibit A – Annexation Description; and
- C. The proposed annexation is hereby designated as MSD Annexation No. 137.

RESOLUTION

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

- 1. The Property, as legally described and depicted in Exhibit A – Annexation Description, will benefit from the proposed annexation into the District; and
- 2. A hearing to consider any objections to the proposed annexation of the Property into the District is hereby set for Tuesday, November 26, 2019, commencing at 6:00 p.m. or as soon thereafter as the matter can be heard, at the Vintage Hall Board Room, 465 Main Street, St. Helena, California; and
- 3. The City Clerk shall cause a certified copy of this Resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for at least two successive weeks in a newspaper of general circulation printed and published in the city, and the first publication shall not be more than 60 nor less than 30 days prior to the date fixed for the hearing in accordance with Health and Safety Code Section 4310; and
- 4. The City Clerk shall cause a certified copy of this Resolution to be posted in three public places within the area to be annexed not earlier than the 60th day or

later than the 30th day prior to the hearing in accordance with Health and Safety Code Section 4310.5; and

5. The City Clerk shall cause a certified copy of this Resolution to be mailed, postage prepaid, to each person to whom land in the area to be annexed is assessed as such owner is shown on the last equalized county assessment roll, at the address as shown upon the roll, and to each person who has any interest in any land within the area to be annexed whose name and address and a designation of the land in which they are interested is on file in the office of the city clerk in accordance with Health and Safety Code Section 4310.5.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, October 8, 2019 by the following vote:

Mayor Ellsworth: Yes

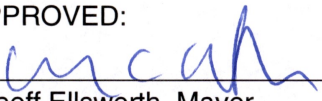
Vice Mayor Dohring: Yes

Councilmember Chouteau: Yes

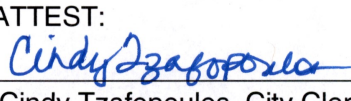
Councilmember Knudsen: Yes

Councilmember Koberstein: Yes

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzaferopoulos, City Clerk



RESOLUTION NO. 2019

RESOLUTION TO APPROVE THE ANNEXATION OF TERRITORY, KNOWN AS 1057 PRATT AVENUE, ST HELENA, CA. 94574 (APN 009-142-003), INTO THE ST HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 137

RECITALS

- A. The owner of 1057 Pratt Avenue, St Helena, CA (APN 009-142-003-000)(“Property”) has requested annexation into the St. Helena Municipal Sewer District No. 1 (“District”); and
- B. The legal description and boundary for the Property to be annexed is described in the attached Exhibit A – Annexation Description; and
- C. The proposed annexation is hereby designated as MSD Annexation No. 137; and
- D. A public hearing regarding this proposed annexation was ordered on October 8, 2019, and duly noticed and held on December 10, 2019 at a regular meeting of the City Council of the City of St. Helena.

RESOLUTION

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

- 1. The territory described in the attached Exhibit A – Annexation Description, commonly known as 1057 Pratt Avenue, St Helena, CA., Napa County Assessor Parcel Number (APN) 009-142-003-000 is hereby ordered annexed; and
- 2. The City Clerk shall cause a certified copy of this Resolution to be recorded and filed in the manner and with the same force and effect as provided in Section 4613.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, December 10, 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



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: PUBLIC HEARINGS

Subject: Consideration and proposed adoption of a resolution approving the Five-Year Measure T Expenditure Plan for Fiscal Year 2020-21 through Fiscal Year 2024-25 and certifying the Maintenance of Effort (MOE) amount of \$379,189 as required by Measure T Ordinance and Agreement (Napa Countywide Road Maintenance Act).

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Independent Taxpayer Oversight Committee (ITOC) is required by Measure T to review the Minimum Maintenance of Effort (MOE), and the five-year expenditure plan developed by the Napa Valley Transportation Authority (NVTa) in coordination with the jurisdictions. The five-year plan shall include proposed projects for each jurisdiction funded by Measure T. The expenditure plan will also include the proposed projects and expenditures to meet the 6.67% Measure T equivalent for Class 1 projects.

On February 13, 2018, City Council adopted its first five-year plan. The City of St. Helena is in year two of the five-year plan and is required to update the plan biennially.

To meet the MOE requirements, each jurisdiction submitted its FY 2007-08, FY 2008-09, and FY 2009-10 three-year average MOE documentation by June 30, 2017. Each jurisdiction also provided a summary of how their MOE was defined, how it was calculated, and what activities/treatments make up their MOE. Each jurisdiction is now required to submit its annual MOE certification report to City Council and the NVTa-TA Board.

Current Pavement Condition

In 2020, the City will be completing its biennial pavement inspection requirement with the Metropolitan Transportation Commission which assists the City in developing a pavement management program (PMP). The program through the use of computerized street pavement software, Streetsaver, is utilized to assist in developing the five-year project list for Measure T.

The intent of the PMP is to develop a maintenance strategy to increase the overall condition of the street network to an optimal Pavement Condition Index (PCI) and to maintain the PCI at that level. The optimal PCI is defined as the threshold where future maintenance consists only of “preventative maintenance” activities (such as microsurfacing) as compared to overlays or reconstruction of the asphalt surface itself.

MTC's 2018 Regional Pavement Condition Report showed the City's 2018 PCI rating of 56, an increase of 16 points since 2013. The PCI number will continue to increase based on planned annual road maintenance and restoration projects completed with Measure T funding.

DISCUSSION

The proposed five-year list of projects includes streets needing overlays, microsurfacing, slurry seals, citywide traffic safety and sidewalk program, citywide stormwater maintenance, and local grant match for the Downtown Main Street Sidewalk Replacement project. City staff utilized several methods to compile the updated project list:

- Streetsaver pavement software program that assists municipalities with planning street maintenance repairs and budget needs;
- Because Streetsaver focuses on pavement maintenance only streets identified for non-specific pavement needs, such as sidewalk for Main Street, stormwater maintenance, and traffic safety and sidewalk were added to the list with estimated costs;
- Interwest Consulting Group assisted with providing a refined five-year street maintenance list with GIS mapping based on Streetsaver, visual site inspections, and input from City staff; and
- Based on the limited budget, reconstruction projects for both Grayson and South Crane Avenues were staggered in different fiscal years. Design is currently budgeted for both projects in the current fiscal year.

Mayor Geoff Ellsworth and Vice Mayor Paul Dohring assisted the City Manager and Public Works Director in reviewing the proposed list of street projects to be funded by Measure T funding prior to advancing the the list to City Council.

Once adopted, the 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

Measure T and adopted by City Council in advance of expenditures. It is also important to note that this is a five-year plan and is subject to change based on available funding. In addition, every two years (if not sooner), the street list will be refined further to plan and prioritize known sewer, water, and storm drain utility replacement project needs identified in their respective utility master plans or as public utility companies such as PG&E identify work needing to be performed in the area. City staff will continue to work to ensure that complete street elements identified in the adopted General Plan, bicycle, and pedestrian plans are reviewed and incorporated as much as possible into proposed road improvements as they are implemented.

An adopted, the Measure T five-year Project List and Measure T Equivalent must be submitted to NVTa by December 31, 2019. In addition, the adopted project list(s) will also be sent to the public utility companies so they may plan utility work in advance of City street maintenance so they will not be subject to the three and five-year street prohibitions in accordance with St. Helena Municipal Code Section 12.12.040.

FISCAL IMPACT

The City is estimated to receive 5.9% of revenues collected countywide for Measure T. In 2012 the anticipated Measure T funding for St. Helena was \$600,000. In the first year of actual revenues for FY 2018-19, the City received approximately \$900,000 in Measure T funds. In addition to Measure T, the City is required to maintain a local maintenance of effort based on supporting financial documentation from FY's 2007-08, 2008-09 and 2009-10 which amounts to \$379,189 per year in General Funds to contribute towards the five-year project list. Gas Tax and SB1 are also eligible sources of funds to program for these projects. It is the intent to utilize this same list to meet SB1's annual reporting requirement.

RECOMMENDED ACTION

Adopt a resolution approving the Five-Year Measure T Expenditure Plan for Fiscal Year 2020-21 through Fiscal Year 2024-25 and certifying the Maintenance of Effort (MOE) amount of \$379,189 as required by Measure T Ordinance and Agreement (Napa Countywide Road Maintenance Act).

ATTACHMENTS

[Attachment 1: Resolution Measure T FY 2020/21-2024/25](#)

[Attachment 2: Exhibit A to Resolution Measure T Five-Year List of Projects](#)

[Attachment 3: Resolution Measure T MOE](#)

[Attachment 4: Exhibit A to Resolution MOE](#)

[Attachment 5: St. Helena Five-year Plan Map](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019- _____

Resolution approving a Five-Year Expenditure Plan under Measure T (Napa Countywide Road Maintenance Act) Program

RECITALS

- A. **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
- B. **WHEREAS**, The Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and
- C. **WHEREAS**, the City of St. Helena is an eligible recipient of Measure T funds; and
- D. **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 Ts; and
- E. **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
- F. **WHEREAS**, the City of St. Helena has entered into a Master Agreement with NVTa that outlines procedures for Measure T expenditures, and
- G. **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.*); and
- H. **WHEREAS**, on this date, December 10, 2019 proper public notice was given in accordance with the law.

RESOLUTION

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

1. 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.

2. 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 NVTA.
3. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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

EXHIBIT A

Measure T Napa Countywide Road Maintenance Act Five-Year List of Projects

Project Submittal Form

Jurisdiction Name:	City of St. Helena		
Primary Contract #1	Erica Ahmann Smithies	Email: esmithies@cityofsthelena	Phone: 707-968-2629
Secondary Contract #2	Mandy Kellogg	Email: mkellogg@cityofsthelena	Phone: 707-968-2649
Staff Member Completing LS&R State Controller Report:	Mandy Kellogg	Email: mkellogg@cityofsthelena	Phone: 707-968-2649

Maintenance of Effort (MOE)

Please provide the certified MOE amount of the jurisdiction: 379189.33

Please note: Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way-including, but not limited to pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

Planned Measure T Expenditures - FISCAL YEAR 2020-2021

Program	Project Description	Fiscal Year	Total Project Cost	Measure T Amount	Other Funds	Location (intersection, mile marker, length of alignment)
Surface Treatment			\$ -			
Overlay	2" AC OL w/Fabric	20/21	\$ 33,334	33334		Pine Street from Kearney to Oak, 400'
Overlay	2" AC OL	20/21	\$ 31,400	31400		Pine Street from Oak to Main, 314'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 49,374	49374		Hunt Avenue from Church St to Edwards St, 325'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 71,673	71673		Hunt Avenue, from Edwards St to June Ln, 485'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 95,790	95790		Edwards St from Hunt Avenue to Pope St, 750'
Overlay	2" AC OL	20/21	\$ 39,417	39417		COLUMBARD CT FROM CHARDONNAY WY TO END (W), 430'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 95,245	95245		CHARDONNAY WY, FROM SPRING ST TO PINOT WY, 610'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 27,979	27979		CHABLIS CIR, FROM PINOT WAY TO END, 102'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 70,020	70020		CHABLIS CIR, FROM PINOT WY TO 500' NE/O PINT WY, 500'
Overlay	2.5" AC OL w/Fabric	20/21	\$ 68,237	68237		CHABLIS CIR, FROM PINOT WY TO 500' NE/O PINOT WY, 490'
Overlay	2" AC OL	20/21	\$ 180,422	180422		SILVERADO TRAIL, FROM 175' N/O HOWELL MOUNTAIN RD TO CITY
Overlay	2.5" AC OL w/Fabric	20/21	\$ 125,402	125402		COLLEGE AV, FROM POPE ST TO PVMNT CHG, 874'
Surface Treatment	Microsurfacing	20/21	\$ 6,778	6778		COLLEGE AV, FROM PVMNT CHG TO END, 356'
Reconstruction	Reconstruction Design Only	20/21	\$ 25,000	25000		GRAYSON AV, FROM MAIN ST TO SOUTH CRANE AV, 2,610'
Reconstruction	Reconstruction Design Only	20/21	\$ 25,000	25000		SOUTH CRANE, FROM SULPHUR SPRING TO GRAYSON, 2,425'
Surface Treatment	Microsurfacing	20/21	\$ 23,912	23912		CHILES AV, FROM POPE ST TO SIGNORELLI CIR, 1220'
Surface Treatment	Microsurfacing	20/21	\$ 10,388	10388		CHILES AV, FROM SIGNORELLI CIR TO END (E), 530'
Surface Treatment	Microsurfacing	20/21	\$ 20,678	20678		SIGNORELLI CIR, FROM CHILES AV TO CHILES AV, 1055'
Surface Treatment	Microsurfacing	20/21	\$ 4,802	4802		JUNE LN, FROM HUNT AV TO CHILES AV, 245'
Surface Treatment	Microsurfacing	20/21	\$ 5,530	5530		STOCKTON ST, FROM MADRONA ST TO PINE ST, 395'
Surface Treatment	Microsurfacing	20/21	\$ 6,440	6440		STOCKTON ST, FROM PINE ST TO ADAMS ST, 460'
Surface Treatment	Microsurfacing	20/21	\$ 6,258	6258		STOCKTON ST, FROM ADAMS ST TO TAINTER ST, 447'
Surface Treatment	Microsurfacing	20/21	\$ 5,740	5740		STOCKTON ST, FROM TAINTER ST TO BCR @ SPRING ST, 410'
Surface Treatment	Microsurfacing	20/21	\$ 8,910	8910		ALLYN AV, FROM MADRONA ST TO PINE ST, 430'
Surface Treatment	Microsurfacing	20/21	\$ 9,610	9610		ALLYN AV, FROM PINE ST TO ADAMS ST, 440'
Surface Treatment	Microsurfacing	20/21	\$ 7,045	7045		ALLYN AV, FROM ADAMS ST TO TAINTER ST, 340'
Surface Treatment	Microsurfacing	20/21	\$ 11,603	11603		ALLYN AV, FROM TAINTER ST TO SPRING ST, 560'
Surface Treatment	Microsurfacing	20/21	\$ 8,736	8736		POPE ST, FROM COLLEGE AV TO BRIDGE, 400'
Surface Treatment	Microsurfacing	20/21	\$ 5,880	5880		POPE ST, FROM BRIDGE TO SILVERADO TL, 500'
Surface Treatment	Microsurfacing	20/21	\$ 13,322	13322		SPRING ST, FROM VALLEY VIEW TO HUDSON AV, 610'
Surface Treatment	Microsurfacing	20/21	\$ 6,838	6838		SPRING ST, FROM HUDSON AV TO ALLYN AV, 370'
Surface Treatment	Microsurfacing	20/21	\$ 19,859	19859		VALLEY VIEW, FROM SPRING ST TO BIRCH AV, 1,043'
Overlay	2" AC OL	20/21	\$ 88,093	88093		VALLEY VIEW, FROM BIRCH AV TO GRAYSON AV, 932'
Concrete Work	Downtown Sidewalk Construction	20/21	\$ 150,000	150000		DOWNTOWN MAIN STREET, FROM SULPHUR CREEK BRIDGE TO PINE STREET
Drainage	Citywide Stormwater Maintenance	20/21	\$ 75,000	75000		CITYWIDE
Safety	Citywide Traffic Safety and Sidewalk Improvements	20/21	\$ 50,000	50000		CITYWIDE

Equivalent Fund Source	Project Description	Fiscal Year	Total Project Cost	Measure T Equivalent Amount	Other Funds	Location (intersection, mile marker, length of alignment)
General Fund	Napa Valley Vine Trail Design/Const	20/21	\$ 138,000	138000		Pratt Avenue to Dunawee Lane

Program Definitions:

Surface Treatment includes: slurry seal, fog seal, chip seal, microseal, etc.

Overlay - asphalt resurfacing

Reconstruction - includes in or all components associated with complete reconstruction of the roadway including road bed, widening to meet -complete streets requirements, and paving

Concrete work - includes ramps, sidewalks, curbs, gutters, and pavement

Drainage - includes any work required to address water run off and drainage including culverts, etc. associated with a roadway

Safety includes lights, signage, striping, traffic signals and pavement markings

Intelligent Traffic Systems - includes traffic signal interconnects or other systems to improve traffic management/operations and safety on roadways

Note: Final project list to be determined, depending on available revenues and when revenues become available, but distributed proportionately unless otherwise agreed to as part of a funding exchange proportionately as outlined in the Measure T Expenditure Plan. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested above as well as a Resolution of support of the proposed project list. Requirements associated with the Class 1 Bike Facility expenditures to be agreed upon between the jurisdictions and memorialized in resolutions of support by affected

Note: The above Program Definitions and listed project types are not all-inclusive. Other project types and/or means and methods may be included in the work plan provided the type of work is consistent with the intent of the Measure T Ordinance language.

Planned Measure T Expenditures - FISCAL YEAR 21-22

Program	Project Description	Fiscal Year	Total Project Cost	Measure T Amount	Other Funds	Location (intersection, mile marker, length of alignment)
Surface Treatment			\$ -			
Overlay	2.5" AC OL w/Fabric	21/22	\$ 35,844	35844		MITCHELL DR, FROM NORTH CRANE TO VOORHEES CIR, 300'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 69,896	69896		MITCHELL DR, FROM VOORHEES W TO VOORHEES E, 585'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 69,298	69298		MITCHELL DR, FROM VOORHEES CIR TO ST JAMES, 580'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 72,677	72677		MITCHELL DR, FROM ST JAMES TO OAK AVE, 490'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 55,208	55208		MITCHELL DR, FROM OAK AVE TO BCR @ MAIN ST, 335'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 82,936	82936		PINE ST, FROM HUDSON AV TO ALLYN AVE, 610'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 65,261	65261		PINE ST, FROM ALLYN AVE TO END (E), 480'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 31,642	31642		MCCORKLE AVE, FROM ALLISON TO MARIPOSA, 320'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 90,805	90805		MCCORKLE AVE, FROM MARIPOSA TO END (E), 760'
Overlay	2.5" AC OL w/Fabric	21/22	\$ 94,492	94492		MARIPOSA, FROM MCCORKLE TO POPE ST, 695'
Reconstruction	RECONSTRUCTION	21/22	\$ 488,560	488560		SOUTH CRANE FROM SULPHUR SPRINGS TO GRAYSON, 2,425'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 4,128	4128		ADAMS ST, FROM HUDSON AV TO ALLYN AV, 475'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 6,534	6534		ADAMS ST, FROM ALLYN AV TO STOCKTON ST, 730'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 2,392	2392		KEARNEY ST, FROM TAINTER TO SPRING ST, 390'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 5,844	5844		TAINTER ST, FROM ALLYN AV TO STOCKTON ST, 740'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 5,420	5420		TAINTER ST, FROM STOCKTON ST TO KEARNEY ST, 710'
Surface Treatment	SLURRY SEAL TYPE II	21/22	\$ 2,978	2978		TAINTER ST, FROM KEARNEY TO PAK AV, 390'
Concrete Work	Downtown Sidewalk Construction	21/22	\$ 150,000	150000		DOWNTOWN MAIN STREET, FROM SULPHUR CREEK BRIDGE TO PINE
Drainage	Citywide Stormwater Maintenance	21/22	\$ 75,000	75000		CITYWIDE
Safety	Citywide Traffic Safety and Sidewalk Improvements	21/22	\$ 75,000	75000		CITYWIDE
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			

Equivalent Fund Source	Project Description	Fiscal Year	Total Project Cost	Measure T Equivalent Amount	Other Funds	Location (intersection, mile marker, length of alignment)
			\$ -			

Program Definitions:

Surface Treatment includes: slurry seal, fog seal, chip seal, microseal, etc.

Overlay - asphalt resurfacing

Reconstruction - includes in or all components associated with complete reconstruction of the roadway including road bed, widening to meet-complete streets requirements, and paving

Concrete work - includes ramps, sidewalks, curbs, gutters, and pavement

Drainage - includes any work required to address water run off and drainage including culverts, etc. associated with a roadway

Safety includes lights, signage, striping, traffic signals and pavement markings

Intelligent Traffic Systems - includes traffic signal interconnects or other systems to improve traffic management/operations and safety on roadways

Note: Final project list to be determined, depending on available revenues and when revenues become available, but distributed proportionately unless otherwise agreed to as part of a funding exchange proportionately as outlined in the Measure T Expenditure Plan. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested above as well as a Resolution of support of the proposed project list. Requirements associated with the Class 1 Bike Facility expenditures to be agreed upon between the jurisdictions and memorialized in resolutions of support by affected jurisdictions.

Note: The above Program Definitions and listed project types are not all-inclusive. Other project types and/or means and methods may be included in the work plan provided the type of work is consistent with the intent of the Measure T Ordinance language.

Planned Measure T Expenditures - FISCAL YEAR 22-23

Program	Project Description	Fiscal Year	Total Project Cost	Measure T Amount	Other Funds	Location (intersection, mile marker, length of alignment)
Surface Treatment			\$ -			
Overlay	2" AC OL	22/23	\$ 38,066	38066		POPE ST, FROM MAIN ST TO CHURCH ST, 230'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 49,103	49103		ADAMS ST, FROM RAILROAD TO MAIN ST, 406'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 58,133	58133		OAK AV, FROM MADRONA ST TO PINE ST, 415'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 82,647	82647		OAK AV, FROM PINE ST TO ADAMS ST, 590'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 70,122	70122		OAK AV, FROM ADAM ST TO TAINTER ST, 460'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 68,227	68227		OAK AV, FROM SPRING ST TO MITCHELL DR, 460'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 64,272	64272		OAK AV, FROM TAINTER ST TO SPRING ST, 390'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 51,815	51815		PINOT WY, FROM CHABLIS CIR TO CHARDONNAY, 370'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 80,523	80523		PINOT WY, FROM CHARDONNAY TO END (E), 575'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 73,797	73797		RIESLING WY, FROM SYLVANER TO MADRONA, 470'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 81,054	81054		STARR AV, FROM HARVEST LN TO POPE ST, 385'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 141,312	141312		SYVANER AV, FROM SPRING ST TO 900' N/O SPRING, 900'
Overlay	2.5" AC OL WITH FABRIC	22/23	\$ 39,429	39429		PINOT WY, FROM SYLVANER TO CHABLIS CIR, 290'
Reconstruction	RECONSTRUCTION	22/23	\$ 710,480	710480		GRAYSON AVE, FROM MAIN ST TO SOUTH CRANE, 2,610'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 3,156	3156		ADAMS ST, FROM LIBRARY LN TO BEFORE RAILROAD, 324'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 2,922	2922		ADAMS ST, FROM BUSINESS CENTER TO LUBRARY LN, 300'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 2,727	2727		ADAMS ST, FROM END (E) TO BUSINESS CENTER, 280'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 1,821	1821		DAHLIA ST, FROM MAGNOLIA AV TO EL BONITA, 266'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 4,860	4860		FULTON LN, FROM 25 MPH SIGN TO END (E)/CITY LIMITS, 1,420'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 1,911	1911		HARVEST LN, FROM STARR AVE TO END (W), 220'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 1,239	1239		MAGNOLIA AVE, FROM ROSEBUD LN TO E END, 181'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 3,689	3689		MAGNOLIA AVE, FROM ROSEBUD LN TO DAHLIA ST, 539'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 5,292	5292		ROSEBUD LN, FROM EL BONITA AV TO SULPHUR SPRINGS, 718'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 6,081	6081		SPRING MTN CT, FROM SPRING MTN RD TO END S, 700'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 4,339	4339		KIDD RANCH RD, MCCORKLE AV TO END S, 485'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 3,956	3956		PINE ST, FROM STOCKTON ST TO END E, 430'
Surface Treatment	SLURRY SEAL TYPE II	22/23	\$ 1,299	1299		PINE ST, FROM MAIN ST TO FIRE STATION, 154'
			\$ -			
			\$ -			
			\$ -			
			\$ -			

Equivalent Fund Source	Project Description	Fiscal Year	Total Project Cost	Measure T Equivalent Amount	Other Funds	Location (intersection, mile marker, length of alignment)
			\$ -			

Program Definitions:

Surface Treatment includes: slurry seal, fog seal, chip seal, microseal, etc.

Overlay - asphalt resurfacing

Reconstruction - includes in or all components associated with complete reconstruction of the roadway including road bed, widening to meet-complete streets requirements, and paving

Concrete work - includes ramps, sidewalks, curbs, gutters, and pavement

Drainage - includes any work required to address water run off and drainage including culverts, etc. associated with a roadway

Safety includes lights, signage, striping, traffic signals and pavement markings

Intelligent Traffic Systems - includes traffic signal interconnects or other systems to improve traffic management/operations and safety on roadways

Note: Final project list to be determined, depending on available revenues and when revenues become available, but distributed proportionately unless otherwise agreed to as part of a funding exchange proportionately as outlined in the Measure T Expenditure Plan. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested above as well as a Resolution of support of the proposed project list. Requirements associated with the Class 1 Bike Facility expenditures to be agreed upon between the jurisdictions and memorialized in

Note: The above Program Definitions and listed project types are not all-inclusive. Other project types and/or means and methods may be included in the work plan provided the type of work is consistent with the intent of the Measure T Ordinance language.

Planned Measure T Expenditures - FISCAL YEAR 23-24

Program	Project Description	Fiscal Year	Total Project Cost	Measure T Amount	Other Funds	Location (intersection, mile marker, length of alignment)
Surface Treatment			\$ -			
Overlay	2" AC OL	23/24	\$ 81,894	81894		ADAMS ST, FROM STOCKTON ST TO KEARNEY ST, 710'
Overlay	2" AC OL	23/24	\$ 44,480	44480		ADAMS ST, FROM KEARNEY TO OAK AV, 400'
Overlay	2" AC OL	23/24	\$ 31,581	31581		ADAMS ST, OAK AV TO MAIN ST, 355'
Overlay	2" AC OL	23/24	\$ 51,662	51662		LIBRARY LN, ADAMS ST TO END N, 460'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 75,268	75268		ANDREA AV, FROM KEARNEY ST TO OAK AV, 410'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 32,136	32136		DOWDELL LN, MONTESSORI TO HOUSE 867, 260'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 22,248	22248		DOWDELL LN, HOUSE 867 TO HOUSE 759, 50'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 16,828	16828		DOWDELL LN, HOUSE 759 TO HOUSE 679, 350'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 95,790	95790		FOUNTAIN ST, FROM DOWDELL LN TO END N, 380'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 85,124	85124		RAILROAD AV, FROM FIRE STATION TO FULTON LN, 615'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 66,170	66169.6		RAILROAD AV, FROM ADAMS ST TO FIRE STATION, 490'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 80,695	80695		RAILROAD AV, FROM HUNT AV TO ADAMS ST, 530'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 67,793	67793		SPRINGBROOK CT, FROM SPRING ST TO END N, 470'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 9,442	9442		STRALLA CT, FROM POPE ST TO END S, 90
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 77,648	77648		VIDOVICH AV, FROM MAIN ST TO END W, 460'
Overlay	2.5" AC OL WITH FABRIC	23/24	\$ 136,752	136752		VINTAGE AV, FROM MCCORMICK ST TO END E, 780'
Reconstruction	RECONSTRUCT	23/24	\$ 13,113	13113		ADAMS ST, FROM 60' MAIN TO MAIN, 60'
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			

Equivalent Fund Source	Project Description	Fiscal Year	Total Project Cost	Measure T Equivalent Amount	Other Funds	Location (intersection, mile marker, length of alignment)
			\$ -			

Program Definitions:

Surface Treatment includes: slurry seal, fog seal, chip seal, microseal, etc.

Overlay - asphalt resurfacing

Reconstruction - includes in or all components associated with complete reconstruction of the roadway including road bed, widening to meet-complete streets requirements, and paving

Concrete work - includes ramps, sidewalks, curbs, gutters, and pavement

Drainage - includes any work required to address water run off and drainage including culverts, etc. associated with a roadway

Safety includes lights, signage, striping, traffic signals and pavement markings

Intelligent Traffic Systems - includes traffic signal interconnects or other systems to improve traffic management/operations and safety on roadways

Note: Final project list to be determined, depending on available revenues and when revenues become available, but distributed proportionately unless otherwise agreed to as part of a funding exchange proportionately as outlined in the Measure T Expenditure Plan. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested above as well as a Resolution of support of the proposed project list. Requirements associated with the Class 1 Bike Facility expenditures to be agreed upon between the

Note: The above Program Definitions and listed project types are not all-inclusive. Other project types and/or means and methods may be included in the work plan provided the type of work is consistent with the intent of the Measure T Ordinance language.

Planned Measure T Expenditures - FISCAL YEAR 24-25

Program	Project Description	Fiscal Year	Total Project Cost	Measure T Amount	Other Funds	Location (intersection, mile marker, length of alignment)
Surface Treatment			\$ -			
Overlay	2.5" AC OL w/Fabric	24/25	\$ 18,230	18230		HILLVIEW PL, FROM END W TO SCOTT ST, 160'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 44,310	44310		HILLVIEW PL, FROM SCOTT ST TO VINEYARD AV, 350'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 41,356	41356		HILLVIEW PL, FROM VINEYARD AV TO STOCKTON ST, 350'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 45,576	45576		HILLVIEW PL, FROM STOCKTON ST TO SPRING MTN RD, 360'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 70,896	70896		SCOTT ST, FROM HILLVIEW PL TO END N, 525'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 72,922	72922		SCOTT ST, FROM MADRONA AV TO HILLVIEW PL, 540'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 62,794	62794		STOCKTON ST, HILLVIEW PL TO END N, 480'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 66,085	66085		STOCKTON ST, HILLVIEW PL TO MADRONA AV, 540'
Overlay	2" AC OL w/Fabric	24/25	\$ 43,753	43753		SULPHUR SPRINGS AV, FROM END NW TO VALLEJO EXT, 576'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 62,456	62456		SULPHUR SPRINGS FROM VALLEJO EXT TO 2410' EO VALLEJO, 930'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 82,417	82417		SULPHUR SPRINGS FROM 2401 SULPHUR SPRINGS TO 2410 EO VALLEJO, 1,480'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 68,237	68237		SULPHUR SPRINGS FROM 2,410' EO VALLEJO TO 3,180' EO VALLEJO, 770'
Overlay	2.5" AC OL w/Fabric	24/25	\$ 80,391	80391		VALLEJO ST, FROM SOUTH CRANE TO 1,270 WO S CRANE, 1,270'
Surface Treatment	MICROSURFACING	24/25	\$ 16,542	16542		MILLS LN FROM LA FATA ST TO MAILBOX 458, 2,110'
Surface Treatment	MICROSURFACING	24/25	\$ 9,173	9173		MILLS LN FROM MAILBOX 458 TO END E, 1,170'

Equivalent Fund Source	Project Description	Fiscal Year	Total Project Cost	Measure T Equivalent Amount	Other Funds	Location (intersection, mile marker, length of alignment)
			\$ -			

Program Definitions:

Surface Treatment includes: slurry seal, fog seal, chip seal, microseal, etc.

Overlay - asphalt resurfacing

Reconstruction - includes in or all components associated with complete reconstruction of the roadway including road bed, widening to meet-complete streets requirements, and paving

Concrete work - includes ramps, sidewalks, curbs, gutters, and pavement

Drainage - includes any work required to address water run off and drainage including culverts, etc. associated with a roadway

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Note: Final project list to be determined, depending on available revenues and when revenues become available, but distributed proportionately unless otherwise agreed to as part of a funding exchange proportionately as outlined in the Measure T Expenditure Plan. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested above as well as a Resolution of support of the proposed project list. Requirements associated with the Class 1 Bike Facility expenditures to be agreed upon between the jurisdictions and memorialized in resolutions

Note: The above Program Definitions and listed project types are not all-inclusive. Other project types and/or means and methods may be included in the work plan provided the type of work is consistent with the intent of the Measure T Ordinance language.

CITY OF ST. HELENA

RESOLUTION NO. 2019- _____

Resolution approving the Maintenance of Effort (MOE) Certification of \$379,189 as required under Measure T (Napa Countywide Road Maintenance Act)

RECITALS

- A. **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
- B. **WHEREAS**, The Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and
- C. **WHEREAS**, the City of St. Helena is an eligible recipient of Measure T funds; and
- D. **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 Ts; and
- E. **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
- F. **WHEREAS**, the City of St. Helena has entered into a Master Agreement with NVTa that outlines procedures for Measure T expenditures, and
- G. **WHEREAS**, the City of St. Helena shall determine and certify to NVTa-TA the average maintenance of effort amount for Fiscal Years 2007-08, 2008-09 and 2009-10, consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the average fiscal year street and roads costs; and
- H. **WHEREAS**, that amount set forth in Exhibit "A" will be deemed the "Maintenance of Effort" of the City of St. Helena, which must be maintained annually throughout the term of the Measure from the General Fund of the City of St. Helena; and
- I. **WHEREAS**, by January 1st each calendar year, the City of St. Helena must certify to and provide NVTa-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the City of St. Helena, including backup

documentation, demonstrating that the Maintenance of Effort was met the prior fiscal year; and

- J. **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.*).

RESOLUTION

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

1. The City Council hereby determines and certifies that the Maintenance of Effort amount for the City of St. Helena, pursuant to Section 9 of the Measure T Expenditure Plan, is \$379,189.33; which is a calculation of the average maintenance of effort for the 2007/08, 2008/09, and 2009/10 fiscal years, as set forth in Exhibit "A," attached hereto and incorporated herein by reference, and authorizes the Public Works Director to file the Maintenance of Effort amount with NVTA-TA.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2019 by the following vote:

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

APPROVED:

ATTEST:

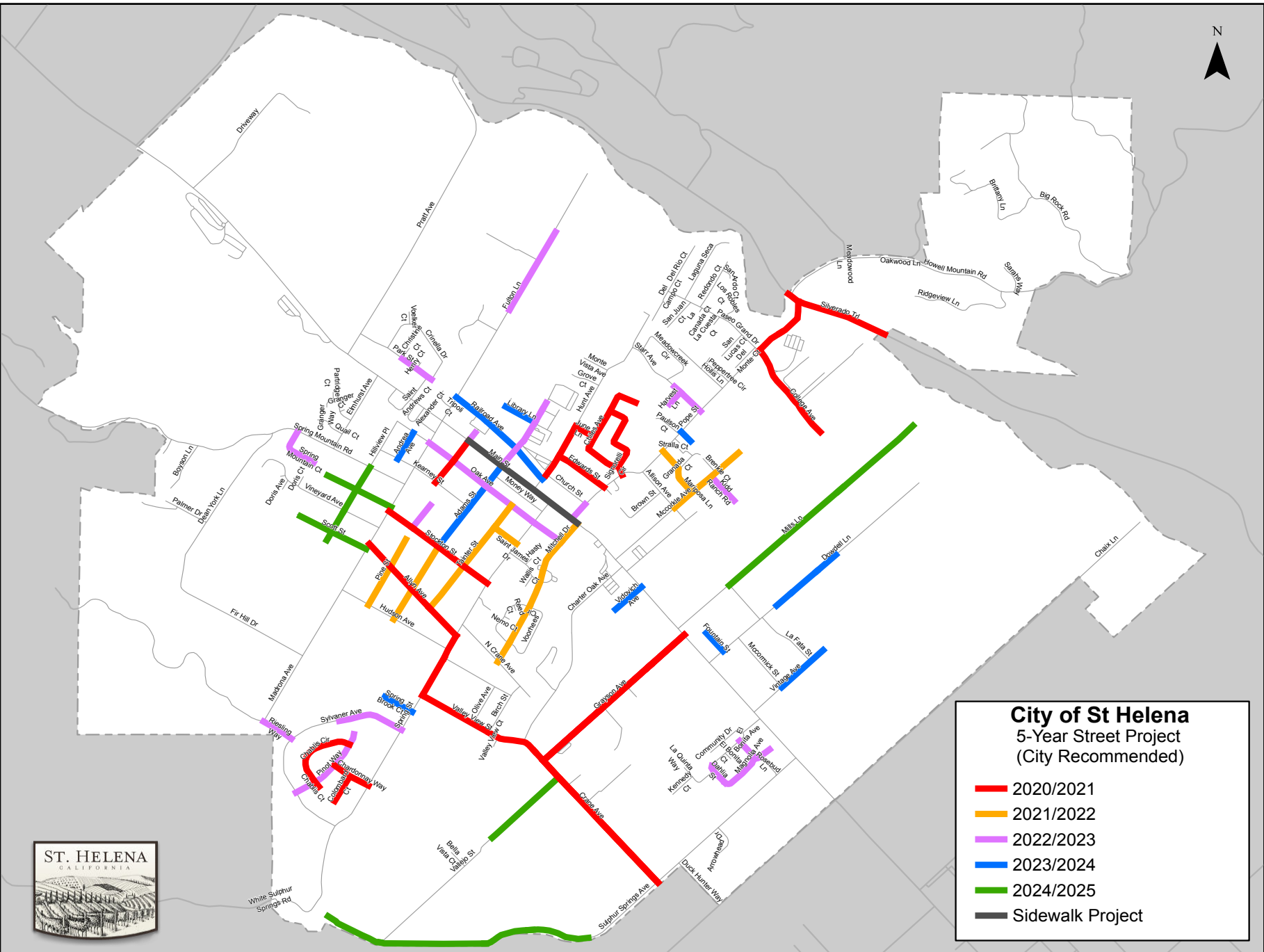
Geoff Ellsworth, Mayor

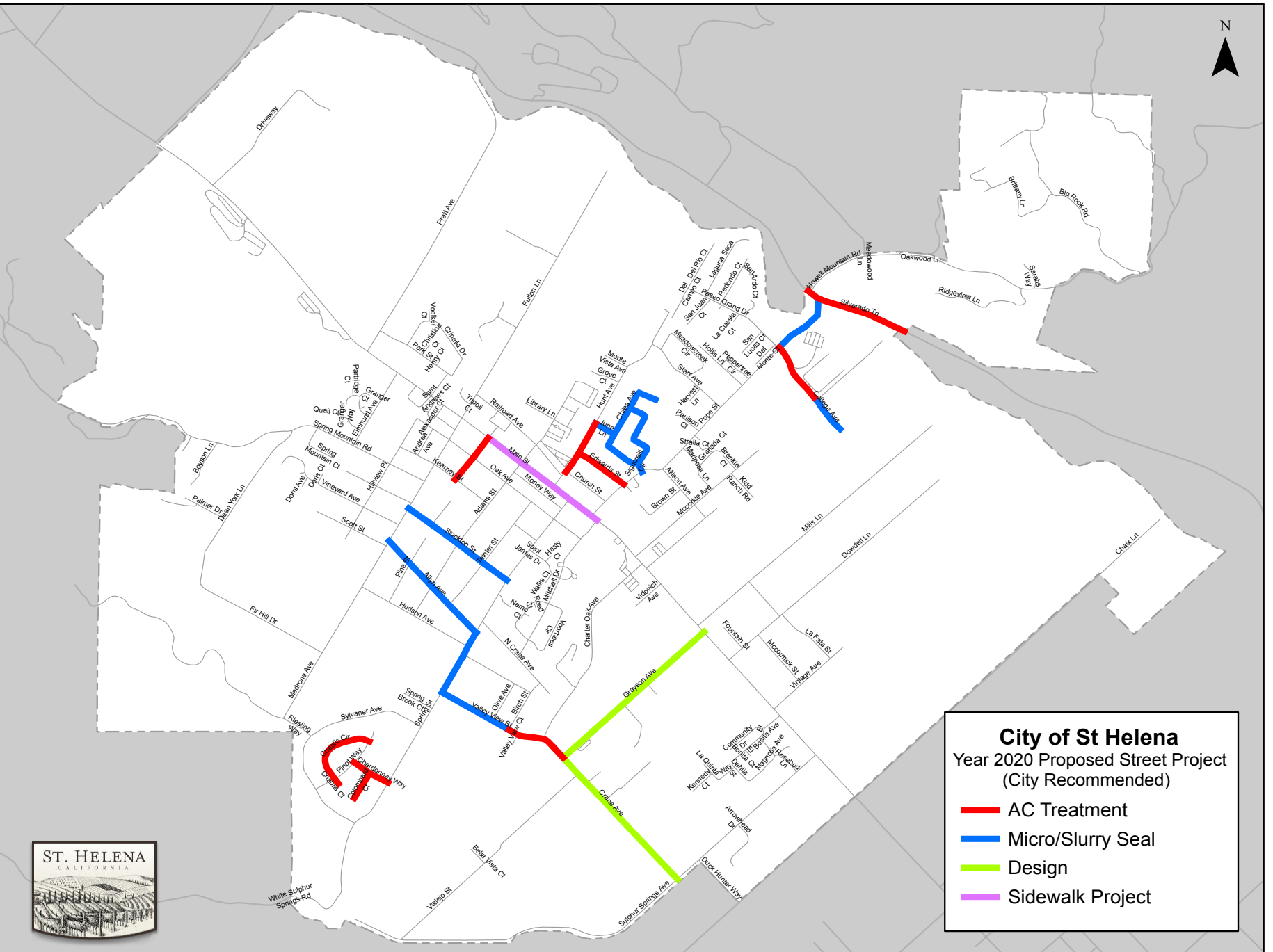
Cindy Tzaopoulos, City Clerk

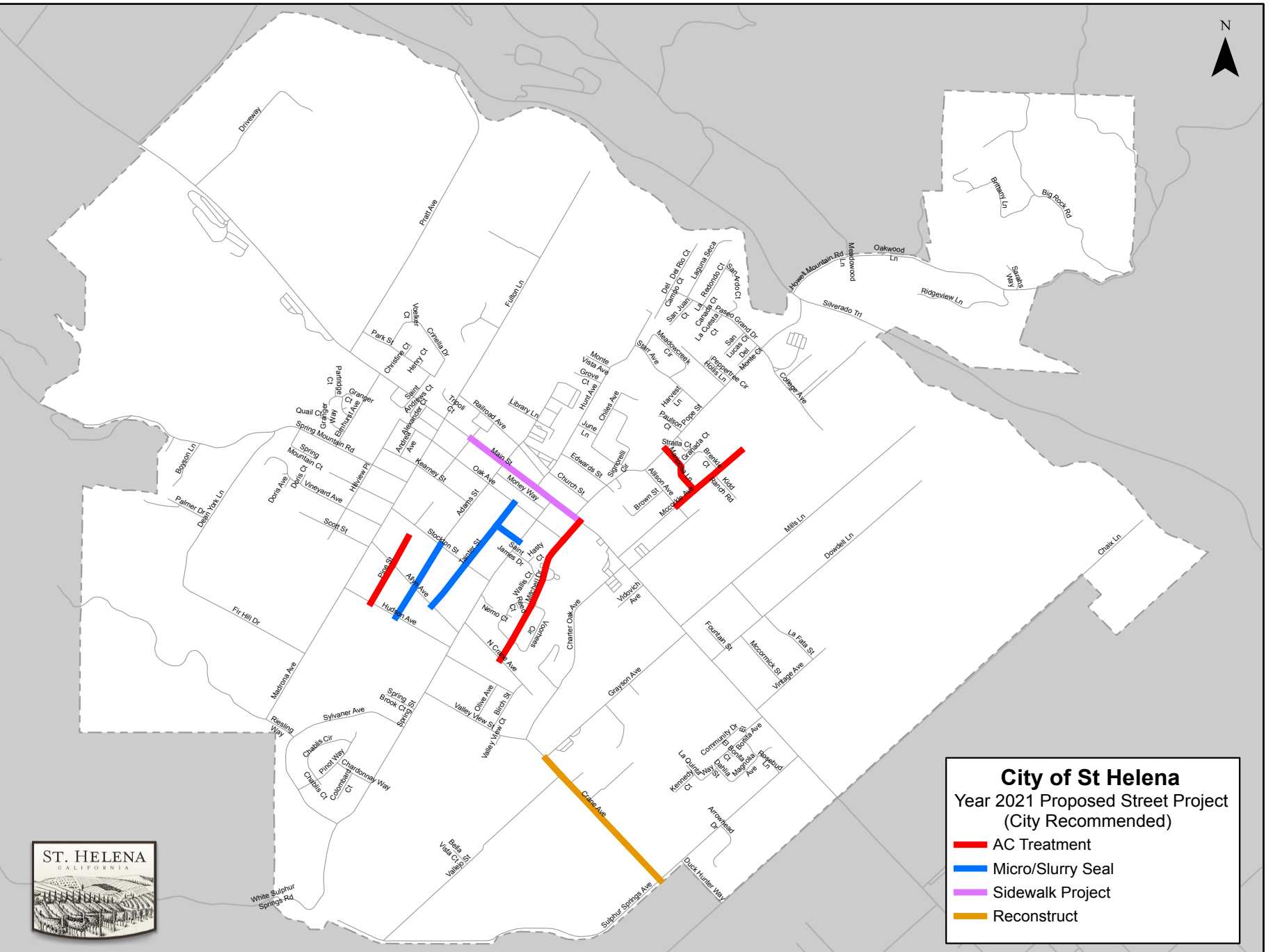
SCHEDULE OF TRANSFERS
Fiscal Year 2018/2019

#	FROM:	TO:	DESCRIPTION	Amount
FROM: GENERAL FUND				
1	101	283	Tree City Operations	62,100
2	101	289	Recreation Operations	155,000
3	101	288	4th of July	40,000
4	101	581	Retiree Medical	152,420
5	101	592	Equipment Replacement Fund	50,000
6	101	700	Capital Reserve Requirement Flood Project	50,000
7	101	763	Upper York Creek	800,000
8	101	733	ADA Transition - Facilities	103,000
9	101	733	Civic CIP	100,000
10	101	741	Streets CIP - ADA Transition - Curb Ramps	110,000
11	101	741	Streets CIP - R18-79 Pavement Retoration	77,500
12	101	741	Streets CIP - Integrated Utility Master Plan	100,000
13	101	741	Streets CIP - MOE Measure T R18-79	379,189
14	101	741	Streets CIP - Dredging Sulphur Creek	100,000
15	101	241	Streets CIP - Measure T Class 1 Trails	66,700
TOTAL TRANSFERS FROM GENERAL FUND				2,345,909
FROM: GAS TAX FUNDS				
16	225	741	Streets CIP - R18-79 per Reso. 2017-149	54,000
17	226	741	Streets CIP - R18-79 per Reso. 2017-149	48,000
18	227	741	Streets CIP - R18-79 per Reso. 2017-149	90,000
19	230	741	Streets CIP - R18-79 per Reso. 2017-149	40,000
TOTAL TRANSFERS FROM GAS TAX FUNDS				232,000
FROM: TEEN CENTER FUND				
20	280	289	Transfer balance of Teen Ctr to Recreation	26,300
TOTAL TRANSFERS FROM TEEN CENTER				26,300
FROM: TID				
21	290	101	TID Assessment Admin Fee	5,367
TOTAL TRANSFERS FROM TID FUND				5,367
FROM: WATER OPERATIONS FUND				
22	561	763	Water CIP	235,430
TOTAL TRANSFERS FROM WATER FUND				235,430
FROM: WASTEWATER OPERATIONS FUND				
23	571	773	Waste Water CIP	358,346
TOTAL TRANSFERS FROM WASTEWATER FUND				358,346

TOTAL TRANSFERS 3,203,352

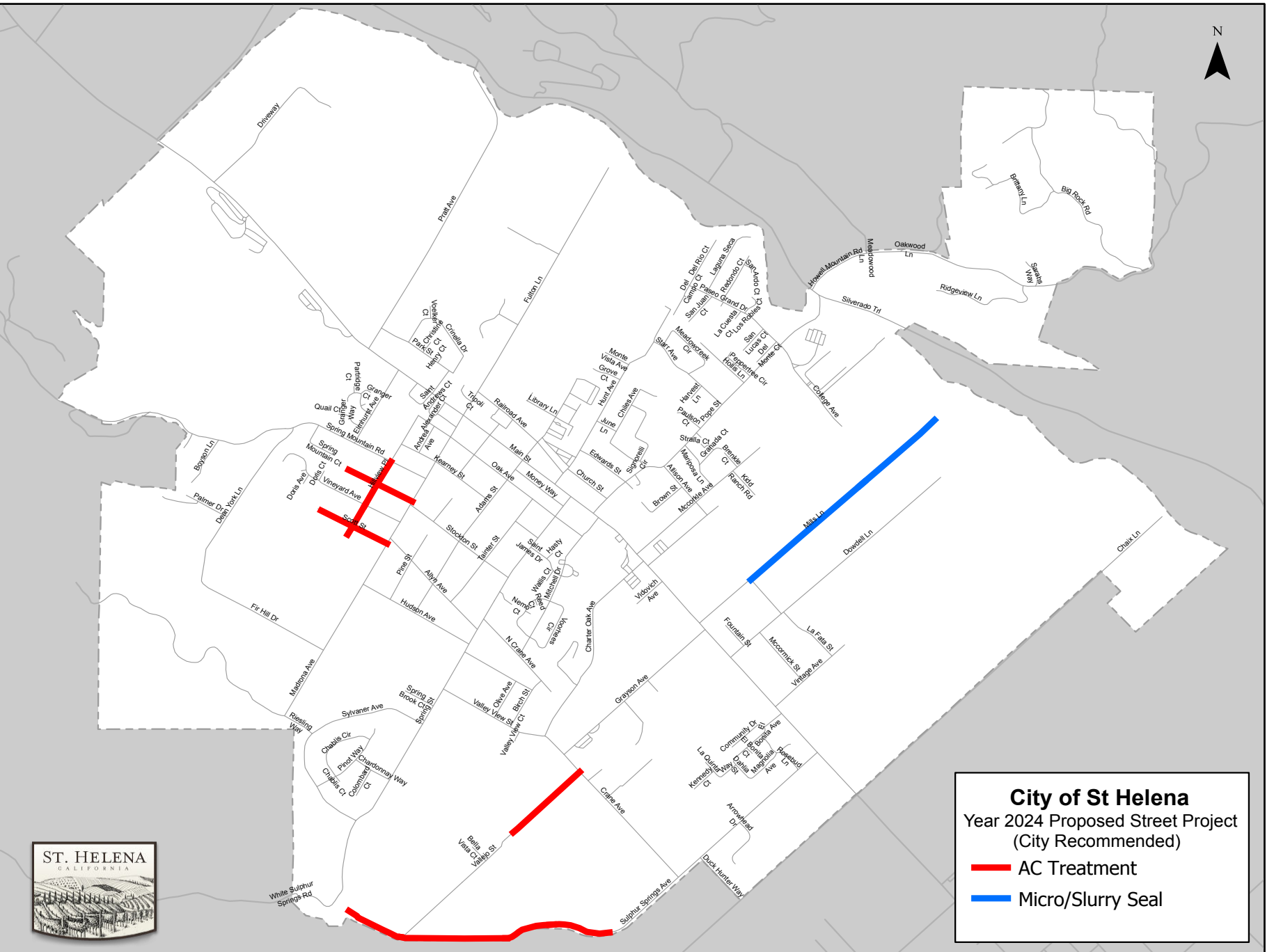














Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: OLD BUSINESS

Subject: Consideration and approval of a resolution affirming City Council action to make additional lump sum contributions annually to the CalPERS unfunded liability to emulate a 15-year amortization schedule

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City participates in the California Public Employment Retirement System (CalPERS). All of the plans that the City participates in are CalPERS risk pools. Pensions are funded from employee contributions, employer contributions and most heavily from returns on the investment of the pension funds.

The California Public Employee Retirement System (CalPERS) is currently underfunded, with approximately 70% of funds required to pay estimated retiree benefits as of July 2019.

To address the rising Unfunded Accrued Liability (UAL) levels, over the past five years CalPERS has approved and is systematically implementing a series of changes to contribution rates.

- In April 2013, CalPERS approved funding policy changes which included new amortization and smoothing methods. This resulted in higher contribution rates that were phased in over the course of five years beginning FY 2015-16.

- In February 2014, CalPERS completed an experience study and adopted demographic assumption changes. This further increased contribution rates and were also phased in over five years beginning FY 2016-17.
- In November 2015, CalPERS adopted a risk mitigation strategy. The strategy is expected to lower investment risk and discount rates, which will also result in higher contribution rates over the next 20 years. The discount rate is the long-term interest rate used to fund future pension benefits. The discount rate is also known as the assumed rate of return because that is what CalPERS expects its investments to earn over the long term.
- In December 2016, the CalPERS Board of Administration voted to lower the discount rate from 7.5 percent to 7 percent over the next three years as follows:
 - FY 2018-19: 7.375%
 - FY 2019-20: 7.25%
 - FY 2020-21: 7.00%

Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs (the cost of pension benefits for one year) and unfunded actuarial liabilities. The three-year reduction of the discount rate will result in average employer rate increases of about 1% to 3% of normal cost as a percent of payroll for most miscellaneous plans, and 2% to 5% for most safety plans. Additionally, many CalPERS employers will see a 30% to 40% increase in their current unfunded accrued liability payments.

- In February 2018, the CalPERS Board of Administration voted to shorten amortization periods from 30 years to 20 years for future gains and losses in order to help reduce negative amortization (which occurs when the contribution amount is not enough to cover the annual interest) and decrease total costs. This change will be effective FY 2021-22 prospectively.

DISCUSSION

In order to better understand the impact of CalPERS recent changes on City of St. Helena finances, on February 13, 2018, the City entered into a professional services agreement with Bartel Associates, LLC. Bartel Associates scope of work included the following:

- Project CalPERS contribution rates, including asset return sensitivity, for each fiscal year through 2028-29 showing the combined impact of:
 - PEPRA (pension reform) changes,
 - CalPERS new contribution policy,
 - Discount rate changes,
 - Lower expected investment returns of the next ten years, and
 - Investment return volatility.
- Review historical actuarial valuation reports
- Review options the City has to pay down the unfunded liability and to establish a rate stabilization fund.

Doug Pryor from Bartel Associates completed the analysis listed above and prepared a report and presented to the City Council on August 14, 2018. The presentation outlined several possible strategies for the City to meet the unfunded liability challenges:

- Option 1: Continue with existing payment plan projection
- Option 2: Pension Obligation Bond
- Option 3: Additional Lump Sum Contributions
- Option 4: Shorter Amortization Schedule "Fresh Start"
- Option 5: Establish an Internal Service Fund
- Option 6: Establish an Irrevocable Supplemental (§115) Pension Trust

On August 14, 2018, City Council discussed the various options and showed a preference to Option 3: Additional Lump Sum Contributions and implemented this in the FY 2019-20 Budget. At City Council's request, City staff requested Doug Pryor from Bartel Associates to present again on August 13, 2019 the various options for addressing the unfunded liability.

During the August 13, 2019 discussion, City Council expressed a desire to memorialize the decision via Resolution to continue making additional lump sum contributions annually to emulate a 15-year amortization schedule and reduce the amount interest that is incurred by the unfunded liability. Interest savings over a fifteen years due to the additional lump sum contributions based on the 15-year amortization schedule are approximately \$2.6 million to \$3.1 million depending on the discount rate.

Additionally, City Council requested further analysis from Bartel Associates for a 10-year amortization schedule. The data provided by Bartel Associates indicated that the FY 20/21 annual unfunded liability payment would increase by \$503,050 when moving from the 30-year amortization schedule to the 10-year amortization schedule. The FY 20/21 annual unfunded liability payment increases by \$85,994 when moving from the 30-year amortization schedule to the 15-year amortization schedule.

Attachments to this report include 30, 15 and 10-year amortization schedules modeling varying discount rates for St. Helena Miscellaneous, Police and Fire employees.

FISCAL IMPACT

There is no additional fiscal impact for FY 2019-20 as it has already been included in the FY 2019-20 Operating Budget and future fiscal impacts will be included in future Operating Budgets.

RECOMMENDED ACTION

Approve a Resolution affirming City Council action to make additional lump sum contributions annually to the CalPERS unfunded liability to emulate a 15-year amortization schedule.

ATTACHMENTS

[BA StHelenaCi 19-10-04 Amortization Schedule Summary
Resolution - Affirming City Council Action to Make Additional Lump Sum Contributions-
Updated](#)

City of St. Helena
Miscellaneous Plan Amortization Schedules
7% Discount Rate

Year	Total Payroll	Current Amortization				15-Years Fresh Start				10-Years Fresh Start			
		Amort				Amort				Amort			
		Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay
2020/21	\$ 4,442,147	\$ 7,782,179	13.9	\$ 732,346	16.5%	\$ 7,782,179	15.0	\$ 701,902	15.8%	\$ 7,782,179	10.0	\$ 959,537	21.6%
2021/22	4,564,306	7,569,363	19.0	567,548	12.4%	7,600,855	14.0	721,204	15.8%	7,334,355	9.0	985,925	21.6%
2022/23	4,689,824	7,512,143	16.3	629,175	13.4%	7,386,896	13.0	741,037	15.8%	6,827,911	8.0	1,013,038	21.6%
2023/24	4,818,795	7,387,169	14.7	664,519	13.8%	7,137,444	12.0	761,416	15.8%	6,257,971	7.0	1,040,896	21.6%
2024/25	4,951,311	7,216,888	13.3	702,526	14.2%	6,849,451	11.0	782,355	15.8%	5,619,317	6.0	1,069,521	21.6%
2025/26	5,087,473	6,995,371	12.3	721,846	14.2%	6,519,638	10.0	803,869	15.8%	4,906,349	5.0	1,098,933	21.6%
2026/27	5,227,378	6,738,364	11.4	741,697	14.2%	6,144,484	9.0	825,976	15.8%	4,113,049	4.0	1,129,153	21.6%
2027/28	5,371,131	6,442,832	10.4	762,093	14.2%	5,720,202	8.0	848,690	15.8%	3,232,957	3.0	1,160,205	21.6%
2028/29	5,518,837	6,105,515	9.4	783,051	14.2%	5,242,725	7.0	872,029	15.8%	2,259,138	2.0	1,192,111	21.6%
2029/30	5,670,605	5,722,907	8.7	787,774	13.9%	4,707,682	6.0	896,010	15.8%	1,184,149	1.0	1,224,894	21.6%
2030/31	5,826,547	5,308,631	7.8	800,340	13.7%	4,110,380	5.0	920,650	15.8%	-	-	-	0.0%
2031/32	5,986,777	4,852,357	6.8	822,349	13.7%	3,445,779	4.0	945,968	15.8%	-	-	-	0.0%
2032/33	6,151,413	4,341,377	6.1	811,051	13.2%	2,708,466	3.0	971,982	15.8%	-	-	-	0.0%
2033/34	6,320,577	3,806,316	5.3	798,509	12.6%	1,892,633	2.0	998,712	15.8%	-	-	-	0.0%
2034/35	6,494,393	3,246,774	4.7	771,696	11.9%	992,042	1.0	1,026,176	15.8%	-	-	-	0.0%
2035/36	6,672,989	2,675,800	4.0	728,689	10.9%	-	-	-	0.0%	-	-	-	0.0%
2036/37	6,856,496	2,109,345	3.5	653,192	9.5%	-	-	-	0.0%	-	-	-	0.0%
2037/38	7,045,049	1,581,331	4.6	383,476	5.4%	-	-	-	0.0%	-	-	-	0.0%
2038/39	7,238,788	1,295,354	4.3	333,068	4.6%	-	-	-	0.0%	-	-	-	0.0%
2039/40	7,437,855	1,041,500	3.9	294,449	4.0%	-	-	-	0.0%	-	-	-	0.0%
2040/41	7,642,396	809,825	3.2	269,621	3.5%	-	-	-	0.0%	-	-	-	0.0%
2041/42	7,852,562	587,615	3.0	211,817	2.7%	-	-	-	0.0%	-	-	-	0.0%
2042/43	8,068,507	409,643	2.2	200,121	2.5%	-	-	-	0.0%	-	-	-	0.0%
2043/44	8,290,391	231,311	1.5	158,670	1.9%	-	-	-	0.0%	-	-	-	0.0%
2044/45	8,518,377	83,373	1.1	80,102	0.9%	-	-	-	0.0%	-	-	-	0.0%
2045/46	8,752,632	6,352	1.0	6,570	0.1%	-	-	-	0.0%	-	-	-	0.0%
2046/47	8,993,330	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2047/48	9,240,646	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2048/49	9,494,764	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2049/50	9,755,870	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%



City of St. Helena
Police Plan Amortization Schedules
7% Discount Rate

Year	Total Payroll	Current Amortization				15-Years Fresh Start				10-Years Fresh Start			
		Amort				Amort				Amort			
		Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay
2020/21	\$ 1,195,487	\$ 4,797,902	23.3	\$ 315,070	26.4%	\$ 4,797,902	15.0	\$ 432,729	36.2%	\$ 4,797,902	10.0	\$ 591,564	49.5%
2021/22	1,228,363	4,807,706	19.1	359,850	29.3%	4,685,998	14.0	444,629	36.2%	4,521,698	9.0	607,832	49.4%
2022/23	1,262,143	4,772,014	16.4	397,108	31.4%	4,554,090	13.0	456,856	36.2%	4,209,471	8.0	624,547	49.4%
2023/24	1,296,852	4,695,283	14.9	419,799	32.3%	4,400,301	12.0	469,420	36.2%	3,858,097	7.0	641,722	49.4%
2024/25	1,332,515	4,589,709	13.4	443,817	33.3%	4,222,750	11.0	482,329	36.2%	3,464,362	6.0	659,370	49.4%
2025/26	1,369,159	4,451,901	12.4	456,022	33.3%	4,019,418	10.0	495,593	36.2%	3,024,810	5.0	677,502	49.4%
2026/27	1,406,811	4,291,821	11.5	468,562	33.3%	3,788,132	9.0	509,222	36.2%	2,535,733	4.0	696,134	49.4%
2027/28	1,445,499	4,107,564	10.5	481,448	33.3%	3,526,558	8.0	523,225	36.2%	1,993,148	3.0	715,277	49.4%
2028/29	1,485,250	3,897,080	9.5	494,688	33.3%	3,232,189	7.0	537,614	36.2%	1,392,780	2.0	734,947	49.4%
2029/30	1,526,094	5,722,907	8.6	505,216	33.1%	2,902,330	6.0	552,398	36.2%	730,039	1.0	755,158	49.4%
2030/31	1,568,062	3,391,638	7.6	519,110	33.1%	2,534,087	5.0	567,589	36.2%	-	-	-	0.0%
2031/32	1,611,183	3,092,081	6.7	533,385	33.1%	2,124,355	4.0	583,198	36.2%	-	-	-	0.0%
2032/33	1,655,491	2,756,789	5.9	526,750	31.8%	1,669,795	3.0	599,236	36.2%	-	-	-	0.0%
2033/34	1,701,017	2,404,889	5.2	519,347	30.5%	1,166,826	2.0	615,715	36.2%	-	-	-	0.0%
2034/35	1,747,795	2,036,015	4.5	504,010	28.8%	611,603	1.0	632,647	36.2%	-	-	-	0.0%
2035/36	1,795,859	1,657,184	3.8	477,676	26.6%	-	-	-	0.0%	-	-	-	0.0%
2036/37	1,845,245	1,279,075	3.2	430,745	23.3%	-	-	-	0.0%	-	-	-	0.0%
2037/38	1,895,990	923,044	4.4	231,611	12.2%	-	-	-	0.0%	-	-	-	0.0%
2038/39	1,948,129	748,077	4.1	199,633	10.2%	-	-	-	0.0%	-	-	-	0.0%
2039/40	2,001,703	593,940	3.7	173,884	8.7%	-	-	-	0.0%	-	-	-	0.0%
2040/41	2,056,750	455,648	3.1	157,747	7.7%	-	-	-	0.0%	-	-	-	0.0%
2041/42	2,113,310	324,369	2.8	122,869	5.8%	-	-	-	0.0%	-	-	-	0.0%
2042/43	2,171,426	219,978	2.0	114,039	5.2%	-	-	-	0.0%	-	-	-	0.0%
2043/44	2,231,141	117,413	1.4	87,402	3.9%	-	-	-	0.0%	-	-	-	0.0%
2044/45	2,292,497	35,222	1.0	36,434	1.6%	-	-	-	0.0%	-	-	-	0.0%
2045/46	2,355,541	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2046/47	2,420,318	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2047/48	2,486,877	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2048/49	2,555,266	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2049/50	2,625,536	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%



City of St. Helena
Fire Plan Amortization Schedules
7% Discount Rate

Year	Total Payroll	Current Amortization				15-Years Fresh Start*				10-Years Fresh Start*			
		Amort Balance	Period	\$ Payment	% Pay	Amort Balance	Period	\$ Payment	% Pay	Amort Balance	Period	\$ Payment	% Pay
2020/21	\$ 266,940	\$ 17,696	7.3	\$ 2,817	1.1%	\$ 17,696	15.0	\$ 1,596	0.6%	\$ 17,696	10.0	\$ 2,182	0.8%
2021/22	274,281	16,020	6.3	2,894	1.1%	17,283	14.0	1,640	0.6%	16,677	9.0	2,242	0.8%
2022/23	281,824	14,148	5.3	2,974	1.1%	16,797	13.0	1,685	0.6%	15,526	8.0	2,303	0.8%
2023/24	289,574	12,061	4.3	3,056	1.1%	16,229	12.0	1,731	0.6%	14,230	7.0	2,367	0.8%
2024/25	297,537	9,745	3.4	3,140	1.1%	15,575	11.0	1,779	0.6%	12,777	6.0	2,432	0.8%
2025/26	305,719	7,179	5.0	1,608	0.5%	14,825	10.0	1,828	0.6%	11,156	5.0	2,499	0.8%
2026/27	314,127	6,018	4.0	1,652	0.5%	13,972	9.0	1,878	0.6%	9,352	4.0	2,568	0.8%
2027/28	322,765	4,730	3.0	1,698	0.5%	13,007	8.0	1,930	0.6%	7,351	3.0	2,638	0.8%
2028/29	331,641	3,306	2.0	1,744	0.5%	11,921	7.0	1,983	0.6%	5,137	2.0	2,711	0.8%
2029/30	340,761	1,733	1.0	1,792	0.5%	10,705	6.0	2,037	0.6%	2,693	1.0	2,785	0.8%
2030/31	350,132	-	-	-	0.0%	9,346	5.0	2,093	0.6%	-	-	-	0.0%
2031/32	359,761	-	-	-	0.0%	7,835	4.0	2,151	0.6%	-	-	-	0.0%
2032/33	369,654	-	-	-	0.0%	6,159	3.0	2,210	0.6%	-	-	-	0.0%
2033/34	379,820	-	-	-	0.0%	4,304	2.0	2,271	0.6%	-	-	-	0.0%
2034/35	390,265	-	-	-	0.0%	2,256	1.0	2,333	0.6%	-	-	-	0.0%
2035/36	400,997	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2036/37	412,024	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2037/38	423,355	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2038/39	434,997	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2039/40	446,960	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2040/41	459,251	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2041/42	471,881	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2042/43	484,857	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2043/44	498,191	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2044/45	511,891	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2045/46	525,968	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2046/47	540,432	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2047/48	555,294	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2048/49	570,565	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2049/50	586,255	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%

* Resulted less payment than current amortization. CalPERS may not approve.



City of St. Helena
Miscellaneous Plan Amortization Schedules
6.5% Discount Rate

Year	Total Payroll	Current Amortization				15-Years Fresh Start				10-Years Fresh Start			
		Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay
2020/21	\$ 4,442,147	\$ 8,938,960	15.9	\$ 734,396	16.5%	\$ 8,938,960	15.0	\$ 780,997	17.6%	\$ 8,938,960	10.0	\$ 1,078,245	24.3%
2021/22	4,564,306	8,762,105	21.0	588,898	12.9%	8,714,014	14.0	802,474	17.6%	8,407,257	9.0	1,107,897	24.3%
2022/23	4,689,824	8,723,906	17.4	671,093	14.3%	8,452,281	13.0	824,542	17.6%	7,810,392	8.0	1,138,364	24.3%
2023/24	4,818,795	8,598,400	15.3	729,463	15.1%	8,150,761	12.0	847,217	17.6%	7,143,290	7.0	1,169,669	24.3%
2024/25	4,951,311	8,404,499	13.4	791,493	16.0%	7,806,242	11.0	870,515	17.6%	6,400,519	6.0	1,201,835	24.3%
2025/26	5,087,473	8,133,979	12.5	806,611	15.9%	7,415,286	10.0	894,455	17.6%	5,576,273	5.0	1,234,885	24.3%
2026/27	5,227,378	7,830,275	11.6	828,793	15.9%	6,974,213	9.0	919,052	17.6%	4,664,344	4.0	1,268,844	24.3%
2027/28	5,371,131	7,483,939	10.6	851,584	15.9%	6,479,086	8.0	944,326	17.6%	3,658,094	3.0	1,303,738	24.3%
2028/29	5,518,837	7,091,570	9.6	875,003	15.9%	5,925,693	7.0	970,295	17.6%	2,550,428	2.0	1,339,590	24.3%
2029/30	5,670,605	5,722,907	8.8	882,586	15.6%	5,309,530	6.0	996,978	17.6%	1,333,764	1.0	1,376,429	24.3%
2030/31	5,826,547	6,170,930	7.9	897,957	15.4%	4,625,780	5.0	1,024,395	17.6%	-	-	-	0.0%
2031/32	5,986,777	5,645,360	7.0	922,650	15.4%	3,869,292	4.0	1,052,566	17.6%	-	-	-	0.0%
2032/33	6,151,413	5,060,144	6.2	915,115	14.9%	3,034,560	3.0	1,081,511	17.6%	-	-	-	0.0%
2033/34	6,320,577	4,444,665	5.4	906,467	14.3%	2,115,700	2.0	1,111,253	17.6%	-	-	-	0.0%
2034/35	6,494,393	3,798,105	4.7	884,134	13.6%	1,106,420	1.0	1,141,812	17.6%	-	-	-	0.0%
2035/36	6,672,989	3,132,566	4.0	846,308	12.7%	-	-	-	0.0%	-	-	-	0.0%
2036/37	6,856,496	2,462,802	3.3	805,453	11.7%	-	-	-	0.0%	-	-	-	0.0%
2037/38	7,045,049	1,791,666	3.8	504,356	7.2%	-	-	-	0.0%	-	-	-	0.0%
2038/39	7,238,788	1,387,635	3.6	412,532	5.7%	-	-	-	0.0%	-	-	-	0.0%
2039/40	7,437,855	1,052,104	3.4	329,610	4.4%	-	-	-	0.0%	-	-	-	0.0%
2040/41	7,642,396	780,336	3.2	257,369	3.4%	-	-	-	0.0%	-	-	-	0.0%
2041/42	7,852,562	565,456	3.0	202,170	2.6%	-	-	-	0.0%	-	-	-	0.0%
2042/43	8,068,507	393,573	2.2	190,921	2.4%	-	-	-	0.0%	-	-	-	0.0%
2043/44	8,290,391	222,127	1.5	151,362	1.8%	-	-	-	0.0%	-	-	-	0.0%
2044/45	8,518,377	80,362	1.1	76,579	0.9%	-	-	-	0.0%	-	-	-	0.0%
2045/46	8,752,632	6,557	1.0	6,767	0.1%	-	-	-	0.0%	-	-	-	0.0%
2046/47	8,993,330	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2047/48	9,240,646	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2048/49	9,494,764	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2049/50	9,755,870	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%

Note: Assumes actuarial accrued liability increase due to discount rate from 7% to 6.5% were amortized over 20 years level percentage of pay with 5 year ramp up and down.



City of St. Helena
Police Plan Amortization Schedules
6.5% Discount Rate

Year	Total Payroll	Current Amortization				15-Years Fresh Start				10-Years Fresh Start			
		Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay	Balance	Period	\$ Payment	% Pay
2020/21	\$ 1,195,487	\$ 5,992,169	29.4	\$ 324,833	27.2%	\$ 5,992,169	15.0	\$ 523,536	43.8%	\$ 5,992,169	10.0	\$ 722,794	60.5%
2021/22	1,228,363	6,046,437	22.3	390,291	31.8%	5,841,378	14.0	537,933	43.8%	5,635,745	9.0	742,671	60.5%
2022/23	1,262,143	6,036,679	18.2	449,835	35.6%	5,665,927	13.0	552,726	43.8%	5,235,641	8.0	763,094	60.5%
2023/24	1,296,852	5,964,839	15.7	496,701	38.3%	5,463,805	12.0	567,926	43.8%	4,788,454	7.0	784,079	60.5%
2024/25	1,332,515	5,839,964	13.5	546,114	41.0%	5,232,860	11.0	583,544	43.8%	4,290,543	6.0	805,641	60.5%
2025/26	1,369,159	5,655,978	12.7	554,268	40.5%	4,970,785	10.0	599,591	43.8%	3,738,016	5.0	827,796	60.5%
2026/27	1,406,811	5,451,619	11.7	569,510	40.5%	4,675,115	9.0	616,080	43.8%	3,126,710	4.0	850,561	60.5%
2027/28	1,445,499	5,218,246	10.8	585,172	40.5%	4,343,210	8.0	633,022	43.8%	2,452,178	3.0	873,951	60.5%
2028/29	1,485,250	4,953,542	9.8	601,264	40.5%	3,972,247	7.0	650,430	43.8%	1,709,661	2.0	897,985	60.5%
2029/30	1,526,094	5,722,907	8.9	614,784	40.3%	3,559,206	6.0	668,317	43.8%	894,079	1.0	922,680	60.5%
2030/31	1,568,062	4,323,152	7.9	631,690	40.3%	3,100,859	5.0	686,696	43.8%	-	-	-	0.0%
2031/32	1,611,183	3,952,260	6.9	649,062	40.3%	2,593,753	4.0	705,580	43.8%	-	-	-	0.0%
2032/33	1,655,491	3,539,332	6.1	646,239	39.0%	2,034,196	3.0	724,984	43.8%	-	-	-	0.0%
2033/34	1,701,017	3,102,477	5.3	642,770	37.8%	1,418,244	2.0	744,921	43.8%	-	-	-	0.0%
2034/35	1,747,795	2,640,807	4.6	631,742	36.1%	741,681	1.0	765,406	43.8%	-	-	-	0.0%
2035/36	1,795,859	2,160,510	3.8	610,230	34.0%	-	-	-	0.0%	-	-	-	0.0%
2036/37	1,845,245	1,671,193	3.0	598,010	32.4%	-	-	-	0.0%	-	-	-	0.0%
2037/38	1,895,990	1,162,681	3.4	363,650	19.2%	-	-	-	0.0%	-	-	-	0.0%
2038/39	1,948,129	862,973	3.2	288,149	14.8%	-	-	-	0.0%	-	-	-	0.0%
2039/40	2,001,703	621,699	3.1	216,101	10.8%	-	-	-	0.0%	-	-	-	0.0%
2040/41	2,056,750	439,097	3.1	150,626	7.3%	-	-	-	0.0%	-	-	-	0.0%
2041/42	2,113,310	312,194	2.8	117,321	5.6%	-	-	-	0.0%	-	-	-	0.0%
2042/43	2,171,426	211,412	2.0	108,845	5.0%	-	-	-	0.0%	-	-	-	0.0%
2043/44	2,231,141	112,828	1.4	83,426	3.7%	-	-	-	0.0%	-	-	-	0.0%
2044/45	2,292,497	34,067	1.0	35,156	1.5%	-	-	-	0.0%	-	-	-	0.0%
2045/46	2,355,541	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2046/47	2,420,318	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2047/48	2,486,877	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2048/49	2,555,266	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%
2049/50	2,625,536	-	-	-	0.0%	-	-	-	0.0%	-	-	-	0.0%

Note: Assumes actuarial accrued liability increase due to discount rate from 7% to 6.5% were amortized over 20 years level percentage of pay with 5 year ramp up and down.



City of St. Helena
Fire Plan Amortization Schedules
6.5% Discount Rate

Year	Total Payroll	Current Amortization					15-Years Fresh Start*					10-Years Fresh Start				
		Amort					Amort					Amort				
		Balance	Period	\$ Payment	% Pay		Balance	Period	\$ Payment	% Pay		Balance	Period	\$ Payment	% Pay	
2020/21	\$ 266,940	\$ 36,847	10.5	\$ 4,237	1.6%		\$ 36,847	15.0	\$ 3,219	1.2%		\$ 36,847	10.0	\$ 4,445	1.7%	
2021/22	274,281	34,869	13.6	3,234	1.2%		35,920	14.0	3,308	1.2%		34,655	9.0	4,567	1.7%	
2022/23	281,824	33,798	11.2	3,684	1.3%		34,841	13.0	3,399	1.2%		32,195	8.0	4,692	1.7%	
2023/24	289,574	32,193	9.1	4,157	1.4%		33,598	12.0	3,492	1.2%		29,445	7.0	4,821	1.7%	
2024/25	297,537	29,995	7.4	4,652	1.6%		32,178	11.0	3,588	1.2%		26,383	6.0	4,954	1.7%	
2025/26	305,719	27,144	9.4	3,422	1.1%		30,566	10.0	3,687	1.2%		22,986	5.0	5,090	1.7%	
2026/27	314,127	25,376	8.4	3,516	1.1%		28,748	9.0	3,788	1.2%		19,227	4.0	5,230	1.7%	
2027/28	322,765	23,397	7.4	3,613	1.1%		26,707	8.0	3,893	1.2%		15,079	3.0	5,374	1.7%	
2028/29	331,641	21,189	6.4	3,712	1.1%		24,426	7.0	4,000	1.2%		10,513	2.0	5,522	1.7%	
2029/30	340,761	18,735	5.5	3,814	1.1%		21,886	6.0	4,110	1.2%		5,498	1.0	5,674	1.7%	
2030/31	350,132	16,017	8.9	2,118	0.6%		19,068	5.0	4,223	1.2%		-	1.0	-	0.0%	
2031/32	359,761	14,872	7.9	2,176	0.6%		15,949	4.0	4,339	1.2%		-	1.0	-	0.0%	
2032/33	369,654	13,593	6.9	2,236	0.6%		12,509	3.0	4,458	1.2%		-	1.0	-	0.0%	
2033/34	379,820	12,169	5.9	2,297	0.6%		8,721	2.0	4,581	1.2%		-	1.0	-	0.0%	
2034/35	390,265	10,590	4.9	2,361	0.6%		4,561	1.0	4,707	1.2%		-	1.0	-	0.0%	
2035/36	400,997	8,842	3.9	2,425	0.6%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2036/37	412,024	6,913	2.5	2,956	0.7%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2037/38	423,355	4,312	2.0	2,278	0.5%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2038/39	434,997	2,242	1.5	1,560	0.4%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2039/40	446,960	777	1.0	802	0.2%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2040/41	459,251	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2041/42	471,881	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2042/43	484,857	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2043/44	498,191	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2044/45	511,891	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2045/46	525,968	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2046/47	540,432	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2047/48	555,294	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2048/49	570,565	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	
2049/50	586,255	-	-	-	0.0%		-	1.0	-	0.0%		-	1.0	-	0.0%	

Note: Assumes actuarial accrued liability increase due to discount rate from 7% to 6.5% were amortized over 20 years level percentage of pay with 5 years ramp up and down.

* Resulted payment less than current amortization. CalPERS may not approve.



CITY OF ST. HELENA

RESOLUTION NO. 2019-____

**RESOLUTION AFFIRMING CITY COUNCIL ACTION TO MAKE
ADDITIONAL LUMP SUM CONTRIBUTIONS ANNUALLY TO
THE CALPERS UNFUNDED LIABILITY TO EMULATE A 15-
YEAR AMORTIZATION SCHEDULE**

RECITALS

- A. In order to better understand the impact of CalPERS recent changes on City of St. Helena finances, on February 13, 2018, the City entered into a professional services agreement with Bartel Associates, LLC. Bartel Associates; and
- B. Bartel Associates completed the analysis and prepared a report and presented to the City Council on August 14, 2018 several strategies for the City to address the unfunded liability; and
- C. The City Council expressed interest to make an additional lump sum contribution to emulate a 15-year amortization schedule, which was included in the FY 19/20 Operating Budget; and
- D. The City Council requested and additional presentation from Bartel Associates on August 13, 2019 to continue the discussion on different strategies to address the unfunded liability; and
- E. City Council expressed a desire to memorialize the decision to continue making additional lump sum contributions annually to emulate a 15-year amortization schedule.

RESOLUTION

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

1. Approve resolution affirming City Council action to make additional lump sum contributions annually to the CalPERS unfunded liability to emulate a 15-year amortization schedule.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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

7% Discount Rate			
Plan	Current Amortization Balance - 30 Year	15-Year Ammortization Balance	10-Year Ammortization Balance
Miscellaneous	14,416,295	12,817,976	10,874,213
Safety - Police	8,976,222	7,902,400	6,704,053
Safety - Fire	23,375	29,145	24,727
Total	23,415,892	20,749,521	17,602,993

6.5% Discount Rate			
Plan	Current Amortization Balance - 30 Year	15-Year Ammortization Balance	10-Year Ammortization Balance
Miscellaneous	16,069,670	14,262,388	12,219,496
Safety - Police	10,905,789	9,560,692	8,181,252
Safety - Fire	59,250	58,792	50,369
Total	27,034,709	23,881,872	20,451,117

**Balances are subject to change based on the discount rate and other environmental factors.*

Payment Schedule Comparison at 7% Discount Rate

Fiscal Year	Current Amortization Payment Amount - 30 Years	Payment Increase to 15-Year Amortization	Total 15-Year Amortization Payment Amount	Payment Increase to 10-Year Amortization	Total 10-Year Amortization Payment Amount
2020/21	1,050,233	85,994	1,136,227	503,050	1,553,283
2021/22	930,292	237,181	1,167,473	665,707	1,595,999
2022/23	1,029,257	170,321	1,199,578	610,631	1,639,888
2023/24	1,087,374	145,193	1,232,567	597,611	1,684,985
2024/25	1,149,483	116,980	1,266,463	581,840	1,731,323
2025/26	1,179,476	121,814	1,301,290	599,458	1,778,934
2026/27	1,211,911	125,165	1,337,076	615,944	1,827,855
2027/28	1,245,239	128,606	1,373,845	632,881	1,878,120
2028/29	1,279,483	132,143	1,411,626	650,286	1,929,769
2029/30	1,294,782	155,663	1,450,445	688,055	1,982,837
2030/31	1,319,450	170,882	1,490,332		
2031/32	1,355,734	175,583	1,531,317		
2032/33	1,337,801	235,627	1,573,428		
2033/34	1,317,856	298,842	1,616,698		
2034/35	1,275,706	385,450	1,661,156		
2035/36	1,206,365				
2036/37	1,083,937				
2037/38	615,087				
2038/39	532,701				
2039/40	468,333				
2040/41	427,368				
2041/42	334,686				
2042/43	314,160				
2043/44	246,072				
2044/45	116,536				
2045/46	6,570				
Totals	23,415,892	2,685,444	20,749,521	6,145,463	17,602,993

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Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: OLD BUSINESS

**Subject: Discussion and Direction on Possible Fiscal Year 2019-20
Budget Add-Back Options**

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

During the FY 2019-20 budget process, the City Council established an "Add-Back" list to account for items set aside during the budget discussions, with the expectation they would be reconsidered mid-year for funding if General Fund revenues were tracking higher than projected or if one-time money became available for use.

DISCUSSION

ADDITIONAL FUNDING AVAILABLE.

ERAF

In September 2019, the City received notification from the County of Napa that \$309,857 in excess Educational Revenue Augmentation Funds (ERAF) property tax would be received by the City during FY 2019-20. While the City will typically receive ERAF each year, the amount is unpredictable, is not included in the annual adopted budget, and is considered one-time revenue.

Salary Savings

During the first five months of FY 2019-20, the City has experienced salary savings due to the following vacancies: Planning Director, Public Works Management Analyst,

Accounting Assistant, Assistant to the City Manager, Police Chief, and Utility Manager. Offsetting a portion of the salary savings are costs incurred as a result of separations (e.g. vacation payout) and overtime hours incurred as a result of the PG&E Public Safety Power Shutoffs during the months of October and November. Taking both the separation compensation and overtime hours into consideration; the net salary savings for the General Fund is \$120,236. Salary savings are considered one-time savings and can be redirected by the City Council for other purposes.

STR Settlement Agreement

In November 2019, the City entered into a settlement agreement for an illegal Short Term Rental (STR) located in the City of St. Helena. As part of the agreement, the owners are to pay the City a total of \$122,841 in 13 installment payments. The total installment payments which will be received in FY 2019-20 is \$45,591, which is considered one-time revenues.

Additionally, City staff has reviewed of each of the City's three primary General Fund revenue sources and cumulatively these revenues are trending on budget through October 31, 2019. A review of year-to-date expenditures also confirms City General Fund expenditures are trending as expected, except for the savings associated with salary savings.

Combining one-time ERAF revenue, one-time salary savings, and one-time STR settlement agreement payments in FY 2019-20, the total amount of additional one-time funding available is \$475,684. The City Manager is recommending use of up to approximately 80% (\$380,547) of the funds be used toward addressing City liabilities and Add-Back list considerations. The remaining 20% of one-time resources is recommended to be set aside to guard against a possible deterioration of sales and hotel tax revenues due to onset of a potential recession or future impacts from PG&E PSPS events that may occur within the remainder of the fiscal year.

ADD-BACK LIST.

Chart 1 provides a summary of the recommended add-back items, the City Council Goal associated with the item, and a brief description of the item. Chart 2 is a summary of add-back items recommended for postponement. Any new items are notated with an asterisk.

A recap of the City Council adopted goals is below.

- Goal 1: Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship & Public Health.
- Goal 2: Stabilize, Maintain, and Improve Access to Housing.
- Goal 3: Enhance Organizational Performance and Commit to Full Public Participation, Ongoing Communication, and Regional Collaboration.

Goal 4: Ensure Long Term Economic Sustainability while Safeguarding St. Helena's Unique Culture & Quality of life.

Goal 5: Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of Our Youth.

Chart 1 - Add-Back Items Recommended for Funding

COUNCIL GOAL	ITEM	COST	NOTES
Goal 4	Fund Retiree Medical*	\$64,621	Fully fund the retiree medical costs associated with a recent police officer retirement.
Goal 1	Library Roof Repair - Phase II / Civic Improvements*	\$250,000	Estimated additional funding needed to repair the pitched section of the Library roof / allocation to civic improvements.
General Plan	Regional Climate Initiative*	\$15,000	Proportional regional funding to facilitate county-wide climate initiative efforts. This project is anticipated to be ongoing, requiring annual sustainable funding.
Goal 4.F. and Downtown Economic Strategy	City Branding (Phase 1)	\$25,000	Allocate funding to support the augmentation of St. Helena Chamber of Commerce marketing efforts by supporting a branding effort to refresh the reputation of St. Helena. Initial funding is dedicated to "branding refresh" organizational steps including identify/logo, style guide, and branding board that build on City's economic study. Once complete, similar funding would be needed in fiscal year 2020-21 for "content creation" including development of a recruitment toolkit and associated implementation of an advertising campaign.
Goal 3	Management Review of Development Process	\$30,000	Fund a management review study to identify recommended improvements to the City's development review process.
	TOTAL RECOMMENDED	\$384,621	

Chart 2 - Add-Back Items Recommended for Postponement

COUNCIL GOAL	ITEM	COST	NOTES
Goal 4.F.	Facade Improvement Program	\$100,000	An incentive program to encourage Downtown property owners and businesses to improve the exterior and/or appearance of their building.
Goal 1.A.	Tenant Improvements: 1572 Railroad	\$100,000	Funds designated for improvements at City-owned 1572 Railroad property
Goal 1.A.	City Hall Design Competition	\$50,000	A procedure used to generate new ideas for building design, to stimulate public discourse, and to allow emerging designers the opportunity to gain exposure.
	TOTAL POSTPONED:	\$250,000	

FISCAL IMPACT

The fiscal impact of advancing recommended add-back items results in an increase to General Fund expenditures of approximately \$390,000 which is off-set by one-time revenues and one-time salary savings.

RECOMMENDED ACTION

Staff recommends City Council discuss the various options on the add-back list and provide direction to staff. Any necessary implementing actions (e.g. budget appropriations) would be brought back to the City Council at a future meeting.



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: OLD BUSINESS

Subject: 1) Consideration of a Resolution Establishing the Financing Civic Institutions Task Force to Review and Analyze the Financing Options for the Possible Construction of New or Remodeled Civic Institutions in St. Helena as well as other Infrastructure such as Storm Drains and Downtown Streetscape, and Provide Recommendations to the City Council; 2) Discussion and Direction Regarding Draft Civic Institutions Evaluation Criteria/Principles; and 3) Next Steps Related to Review of November 12, 2019 Noll & Tam Presentation

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 September 17, 2018, the City Council approved a four-phase "City of St. Helena Civic Infrastructure Strategy" framework for City Council decision making to advance discussions for replacement of City Hall, Library improvements, and a possible Community/Recreation space.

The Strategy was designed and developed in accordance with the City's Vision and Mission Statement and built upon the criteria established by the 11-member citizen St. Helena Assets Planning Engagement (SHAPE) Committee to honor community values and characteristics. The Strategy consists of four distinct phases to organize the decision-making process and considers work completed during the SHAPE Committee process to be the first step of this comprehensive effort.

City of St. Helena Civic Infrastructure Strategy

- Phase 1-Baseline Research/Public Engagement (Complete)
- Phase 2-City Council Asset Prioritization and Analysis (Underway and nearing completion)
- Phase 3-Planning, Cost Estimates, and Identification of Funding Strategy
- Phase 4-Construction (To be determined)

Pursuant to the work evolving with Phase 2, on August 26, 2019, the City Council held a public workshop to discuss concept site options for the St. Helena Library, City Hall, and conceptual Community/Recreational facilities. This workshop resulted in direction to further evaluate four options associated with City Hall replacement, Library improvements, and a conceptual Community/Recreation space. Noll & Tam Architects, the City's consultant, completed massing sketches and developed preliminary cost estimates for each of the four configurations.

On November 4, 2019, the City Council held a Special Meeting to discuss formulating a decision-making framework to guide important community decisions related to site selection, available funding, and financing options for its civic institutions as well as other infrastructure including storm drains and downtown streetscape. The Council requested staff:

- Develop draft evaluation criteria for Council review that would subsequently guide decision making by aggregating key themes from the City's Vision and Mission Statements, SHAPE Evaluation Criteria, City Three Year Goals, and Council feedback at the November 4, 2019, Special Meeting.
- Identify options for use of local citizens with subject matter expertise in finance, real estate, construction, and architecture to provide recommendations on site selection and financing strategies for civic infrastructure improvements.

On November 12, 2019, the City Council received a presentation and information from Noll & Tam Architects which included massing sketches and preliminary cost estimates for each of four Council requested configurations and discussed the focus of next steps.

On November 26, 2019, the City Council discussed three alternative approaches for the use of local subject matter experts in finance, real estate, construction, and architecture to advance decision making. Direction was provided to return with a Resolution establishing a citizen task force to provide recommendations to the City Council.

DISCUSSION

Financing Civic Institutions Task Force

Pursuant to Council direction, staff has prepared a draft Resolution (attached) for Council consideration establishing a five to seven member citizen Financing Civic Institutions Task Force with expertise in architecture, construction, economics/finance, and real estate. The task force will be expected to meet biweekly and complete work around April 2020. A draft summary of anticipated biweekly meeting dates and key milestones is attached to the report for the Council's review.

Task Force responsibilities are itemized below:

- A. Review the September 17, 2018, City Council Report which led to prioritization of civic building asset investments in order to limit the number of concurrent projects to a manageable number, and adoption of a Civic Infrastructure Strategy to "action" ideas and observations of the SHAPE Committee Final Report and associated research data.
- B. Consider the Civic Institutions Evaluation Criteria/Principles approved by the City Council.
- C. Review Noll & Tam's cost estimates and options presented to the City Council on November 12, 2019.
- D. Review preliminary Downtown Streetscape cost estimates.
- E. Review preliminary Underground Utilities Master Plan estimates associated with Storm Drain infrastructure.
- F. Work with City staff via the City Manager to evaluate and update the City's Long Range Financial Forecast (LRFF) to consider timing and scale of various infrastructure investments, revenue options, and financial strategies.
- G. Consult with the City Manager and Police Chief to discuss potential alignment and/or synergies related to Police Department needs.
- H. Provide a narrative report describing Task Force comments and recommendations to the City Council regarding:
 - Evaluation of the City's financial capacity, and revenue producing potential and options;
 - Funding strategy(ies) to ensure cash flow stability and General Fund sustainability related to:
 - Construction and/or renovation of improvements,
 - Prioritization of improvements
 - Project and financing phasing timelines
 - Site selection (if relevant)
 - Approach to architectural design.

Throughout this process, the City Manager will be available as a resource and will appoint a staff liaison to provide additional support.

Draft Civic Institutions Evaluation Criteria/Principles

The report includes draft Civic Institutions Evaluation Criteria/Principles for review by the City Council. While it is not critical to finalize on December 10, it is expected the Task Force will consider and be guided by City Council approved Evaluation Criteria/Principles in advance of their work.

Next Steps Related to Review of November 12, 2019 Noll & Tam Presentation

On November 26, 2019, the Council also provided direction to City staff to agendize a Council discussion about the November 12, 2019 Noll & Tam presentation. Their presentation focused on Civic Institutions Massing Concepts and Cost Estimates.

To this end, Staff is recommending a Council workshop be scheduled on either January 8 or January 9, 2020 for this discussion in advance of the Task Force work. As requested, City staff will also invite Library constituents and stakeholders to the scheduled meeting.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

1) Review, discuss, and adopt Resolution establishing Financing Civic Institutions Task Force to Review and Analyze the Financing Options for the Possible Construction of New or Remodeled Civic Institutions in St. Helena as well as other Infrastructure such as Storm Drains and Downtown Streetscape, and Provide Recommendations to the City Council; 2) Discuss and Provide Direction Regarding Draft Civic Institutions Evaluation Criteria/Principles; and 3) Discuss and provide direction regarding next steps related to review of November 12, 2019 Noll & Tam presentation.

ATTACHMENTS

[Resolution Creating Task Force for Civic Institutions](#)

[Draft Civic Institutions Criteria](#)

[Tentative Timeline](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
CREATING THE FINANCING CIVIC INSTITUTIONS TASK FORCE**

WHEREAS, the City Council of the City of St. Helena created the St. Helena Assets Planning Engagement Committee (“SHAPE”) on September 26, 2017, to advise the City Council on prioritizing and identifying strategies to address civic needs and opportunities, and the SHAPE Committee produced a report in May 2018 that provided a set of proposed strategies; and

WHEREAS, following receipt of the SHAPE Committee report, the City Council approved a “City of St. Helena Civic Infrastructure Strategy” framework to advance discussions for a new City Hall, improvements to the Library, and a possible community/recreation space; and

WHEREAS, the City Council’s strategy consists of four phases, the second of which involves asset prioritization and analysis and is underway and nearing completion; and

WHEREAS, the City hired Noll & Tam Architects to provide massing sketches and develop preliminary cost estimates for different configurations for the City Council’s consideration; and

WHEREAS, the City Council appreciates and values the work of the SHAPE Committee and wants to further refine the City’s options by focusing in on financing mechanisms, options, and strategies for the construction or remodeling of the City’s civic buildings, as well as other critical infrastructure including storm drains and downtown streetscape; and

WHEREAS, the City Council recognizes that its citizens have extensive knowledge and practical experience in specific subject matters, and believes that its Civic Infrastructure Strategy framework process will be enhanced if the City Council can further tap into this citizen expertise to provide advice and recommendations regarding financing the possible civic improvements; and

WHEREAS, the City Council believes that a task force of interested and engaged residents from a small number of finance-related disciplines would be a helpful means of vetting the financing and financial options; and

WHEREAS, on December 10, 2019, the City Council gave staff direction to begin the recruitment process for selection of the Financing Civic Institutions Task Force.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Helena does hereby resolve as follows:

1. CREATION AND PURPOSE

The Financing Civic Institutions Task Force (Task Force) is hereby created. The purpose of the Financing Civic Institutions Task Force is to review and analyze the financing options for the possible construction of new or remodeled civic institutions in St. Helena as well as other infrastructure, such as storm drains and downtown streetscape, and to provide recommendations to the City Council.

2. MEMBERSHIP

The Financing Civic Institutions Task Force shall consist of five to seven members, to be appointed as follows:

A. The City Council shall follow the Council-adopted appointment process for the appointment of members.

B. The City Council will interview applicants at a Special Meeting, anticipated to be completed by January 2020.

C. The City Council shall appoint members at the special meeting or soon thereafter. A majority of the City Council must approve the Task Force membership. The City Council shall appoint members who have expertise in the following areas: architecture, construction, economics/finance, and real estate, and will endeavor to have each of these disciplines represented on the Task Force.

All efforts shall be made to ensure that the Task Force membership reflects the City's diversity of interests and viewpoints, and care shall be taken to ensure broad-based community representation.

Additionally, applicants should be St. Helena residents although the City Council reserves its right to appoint members who do not reside in the City.

3. TERM OF OFFICE

Members of the Task Force shall serve until its work has been completed and recommendations from the Task Force are made to the City Council, which is expected to occur around April of 2020.

4. TERMINATION OF APPOINTMENT

Any member who has two unexcused absences from Task Force meetings shall have their membership automatically terminated. Members of the Task Force shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the City Council.

5. VACANCIES

Vacancies on the Task Force shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made.

6. OFFICERS

The City Council will appoint a Chairperson and Vice Chairperson. If the City Council does not appoint a Chairperson and/or Vice Chairperson, the Task Force shall nominate a Chairperson and/or Vice Chairperson, which shall be ratified by the City Council. The Chairperson shall call the meetings to order, shall serve as the presiding officer of the Task Force's meetings, and shall perform such other duties as may from time to time be prescribed by the Task Force. The Chairperson shall serve in that position at the pleasure of the City Council.

The Vice Chairperson shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The Task Force may create and appoint members to subcommittees, but the City Council expects that such subcommittees would be formed for very specific and limited purposes.

7. MEETINGS

The Task Force shall establish a regular time and shall hold regular meetings at the St. Helena School Board Room, or other suitable meeting location. Special meetings of the Task Force may be called by the Chairperson, or by a quorum of the Task Force. All meetings shall comply with the Ralph M. Brown Act.

8. QUORUM

A quorum of the Task Force shall consist of a majority of the Task Force's membership.

9. FUNCTIONS OF THE TASK FORCE

The Task Force shall have the responsibilities as provided in this section and such other duties as the City Council may from time to time decide:

A. Review the September 17, 2018 City Council Report, which led to prioritization of civic building asset investments in order to limit the number of concurrent projects to a manageable number, and adoption of a Civic Infrastructure Strategy to "action" ideas and observations of the SHAPE Committee Final Report and associated research data.

B. Consider the Civic Institutions Evaluation Criteria/Principles approved by the City Council.

C. Review Noll & Tam's cost estimates and options presented to the City Council during its November 12, 2019 City Council meeting.

- D. Review preliminary Downtown Streetscape cost estimates.
- E. Review preliminary Underground Utilities Master Plan estimates associated with Storm Drain infrastructure.
- F. Work with City staff via the City Manager to evaluate and update the City's Long Range Financial Forecast (LRFF) to consider timing and scale of various infrastructure investments, revenue options, and financial strategies.
- G. Consult with the City Manager and Police Chief to discuss potential alignment and/or synergies related to Police Department needs.
- H. Provide a narrative report describing Task Force recommendations to the City Council regarding:
 - Evaluation of the City's financial capacity, and revenue producing potential and options;
 - Funding strategy(ies) to ensure cash flow stability and General Fund sustainability related to:
 - Construction and/or renovation of improvements,
 - Prioritization of improvements,
 - Project and financing phasing timelines,
 - Site selection (if relevant); and
 - Approach to architectural design.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2019 by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Knudsen:

Council Member Koberstein:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

DRAFT

Civic Institutions Evaluation Criteria/Principles

City Facilities/Services

- Ensure efficient use and functionality of facilities
- Improve community meeting and gathering spaces/venues for multiple uses
- Safe working environment
- Anticipate future needs
- High quality facilities; places citizens feel pride in.
- Ensure maintenance of facilities
- Consider partnerships if available
- Pursue environmentally superior solution with low impact on water demands

City Finances

- Secure sustaining revenue and cash flow stability to ensure long-term economic sustainability
- Support thriving unique business community, while balancing tourism
- Evaluate creative revenue strategies (e.g. naming rights, philanthropy, sweat equity, etc.)
- Resist selling assets or build development for immediate gain
- Protection of the General Fund

Other

- Minimize risk to City
- Minimize tax burden
- Minimize time to achieve outcome

Tentative Timeline for Task Force

Draft Date			What	Time
December 13, 2019			Task Force Application Period opens	
January 7, 2020			Task Force Application Period closes	5:00 p.m.
January 14, 2020			Applicant Interviews (Special Meeting)	3:00 p.m.
January 14, 2020			Appointment of applicants	6:00 p.m.
Wed. Jan. 22	or	Thurs. Jan. 23	First Task Force meeting	6:00 p.m.
Wed. Feb 5	or	Thurs. Feb. 6	Second meeting	6:00 p.m.
Wed. Feb. 19	or	Thurs. Feb. 20	Third meeting	6:00 p.m.
Wed. March 4	or	Thurs. March 5	Fourth meeting	6:00 p.m.
Wed. March 18	or	Thurs. March 19	Fifth meeting	6:00 p.m.
Wed. April 1	or	Thurs. April 2	Sixth meeting	6:00 p.m.

Wednesday, December 11, 19

Council Agenda 10.3

It is with reluctance, as I have mostly tried to stay quiet on City issues in the last year, that I express an opinion about item 10.3 (Resolution Establishing the Financing Institutions Task Force.). It is a mistake.

1. Residents elect City Council members to lead. The SHAPE Committee made its recommendations. It is now time for the Council to decide. There should be no filter through yet another committee.

2. Informed residents will perceive a Financing Institutions Task Force as nothing more than an exercise of procrastination. This is reinforced by the strong opinion pieces in the Saint Helena Star by two members of the City Council to the effect that “time is a-wasting” – a sentiment with which I fully agreed in my own follow-up opinion piece.

3. My sense of it is that, after the exhaustive work of the SHAPE Committee, there is community “burn-out” for serving on yet another specially created committee. I may be wrong, but I foresee great difficulty in attracting qualified residents for this new committee. Indeed, I would think that SHAPE Committee members, given the extraordinary toil that they put into their work over twenty or so meetings, would be especially offended by the formation of yet another committee. This will not be lost on any recruiting effort.

4. Again, I may be wrong, but I further see grave difficulty in attracting disinterested residents meeting the desired classifications set forth in paragraph C of the proposed resolution. If the City needs further help in these areas, it should hire (disinterested) professionals. Qualified residents are not likely to be disinterested.

5. To me, it is likely inconsistent to state in paragraph C that the City, in a five to seven member committee, seeks appointees with expertise in “architecture, construction, economics/finance” and then, in the next unnumbered paragraph, state that the Council will seek to ensure the Committee’s membership reflects “broad-based community representation.” At minimum, this is not satisfactory guidance for committee selection.

6. A further serious failure is the absence of serious direction from the City Council. By now, the Council should have directed priorities. Example of a clear direction: “the Council has resolved that City should replace the current City Hall with a new City Hall at the current site.” With such direction, then a small committee to help guide the next steps might make sense. Without such direction, the scope of the task is undefined, too great, and the committee will understandably have grave difficulty in providing meaningful advice.

7. Based on long experience in many City committees, I am not a fan of large committees. The most efficient and effective committee on which I served in my many years in City government was the Safe Yield Committee. It was a committee of three. If the Council does proceed with a committee, it should not be more than five, preferably three, and, if possible, not a Brown Act committee.

I communicate these thoughts, reluctantly as I stated at the outset, but based on deep experience. I hope they are useful.

Alan Galbraith
Mayor, City of Saint Helena, 2014-2018



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: OLD BUSINESS

Subject: Update on City Council Goals and 2019 Workplan

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 February 4, 2019, the City Council held a Priority Setting Workshop to discuss three-year citywide organizational goals, establish priorities for the coming year, and discuss how the priorities fit with the organization's capacity.

On February 26, 2019, the City Council approved five updated three-year organizational goals. Additionally, the Council held a discussion of various 2019 work plan objective/tasks to assist in the accomplishment of organizational goals and directed staff to prioritize and prepare a summary of staffing and assignments.

On April 9, 2019, the City Council confirmed the 2019 Work Plan staffing and assignments to guide the organization's work. A previous Work Plan update was held at a Special Meeting on July 22, 2019.

DISCUSSION

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

It is important to note that the City encountered several unexpected challenges in 2019 that impacted timing on various City initiatives: These included:

- Sanitary sewer overflow that closed City Hall for three days and disrupted operations for approximately three weeks
- Preparation of Grand Jury responses on City water and finance issues
- Work related to PG&E Reconductoring Project and issues related to a new intercept pole
- Additional community workshops and open houses associated with Measure F
- Five PG&E Public Safety Power Shutoff (PSPS) events including the October 9-10 substantial loss of power in St. Helena
- Employee vacancies in key positions

Despite these challenges, City staff has completed more than 25 work plan related objectives and advanced numerous others.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[2019 Work Plan -12-4-2019](#)

COUNCIL APPROVED THREE-YEAR GOALS & 2019 WORK PLAN

LEGEND

GREEN	Work Plan Items Previously Approved/Directed by City Council and in Motion
BLUE	New Work Plan Items
YELLOW	Work Plan Items may not be completed in 2019 due to focus on GREEN and BLUE Work Plan priorities
RED	Work Plan Items that are important but are recommended for the 2020 Work Plan due to competing priorities

GOAL 1: Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship & Public Health

GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
A.	August 31, 2019	City Manager (Lead) + Assistant to the City Manager + Recreation & Library Stakeholders + Council Members Chouteau + Koberstein	Complete Evaluating Library, City Hall, and Conceptual Rec Facility (Reimagine Civic Spaces)	X				Contract awarded May 28, 2019 – Following public engagement, Noll & Tam presented cost and massing sketches to Council on November 12, 2019. Direction has been provided to advance a Citizen Task Force in early 2020.
B.	September 20, 2019	City Engineer + Mayor Ellsworth +Vice Mayor Dohring	Prepare Pratt/Main intersection realignment design and study, including review with Caltrans to reevaluate intersection				X	Study authorized by City Council in August 2018. Planning Council discussion on September 10, 2019 after briefing neighbors and Mayor/Vice Mayor on engineering recommendations. Discussed at City Council on November 12, 2019 and direction provided to City staff to follow-up with neighbors and Caltrans

Revised date: 12-4-2019

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
C.	September 1, 2019	City Engineer + Council Member Knudsen	Initiate construction of the Upper York Creek Dam removal project				X	Water Board permit and US Army Corps permit secured in 2018. Secured CA Dept. of Fish and Wildlife permit July 2019. Construction postponed to summer 2020 by permitting agencies.
D.	December 31, 2019	City Engineer + Council Member Knudsen	Complete initial draft of Integrated Utility Master Plan for review				X	Contract awarded by City Council on August 14, 2018. Project experienced six-month delay to digital conversion of records. Additional time is needed. Initial draft anticipated in spring 2020.
F.	October 31, 2019	City Engineer + Vice Mayor Dohring + Council Member Koberstein	Initiate public engagement process and complete design of Downtown Streetscape Project (Cultivate St. Helena)				X	Completed 2 of 3 public engagement phases. City Council update on June 11, 2019; Council presentation on recommended construction phasing/cost estimates planned for January 28, 2020.
G.	October 31, 2019	City Attorney + City Engineer + Mayor Ellsworth + Vice Mayor Dohring	Evaluate feasibility of modifications to existing agreements with large water users to establish firm caps in order to safeguard water supply				X	
H.	Not originally itemized	City Engineer	Complete 2019 Paving Projects	X				
I.	Not originally itemized	City Engineer	Complete Annual ADA Facilities/Curb Ramps Upgrades	X				
J.	Not originally itemized	City Engineer	Complete Hunt Avenue Sidewalk Gap Closure Project	X				
K.	Not originally itemized	City Engineer	Evaluation and Purchase of Downtown Bathrooms for Money Way	X				Authorization to purchase on August 13, 2019. To be installed in early 2020

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
L.	Not originally itemized	City Engineer	St. Helena Skateboard Improvement Project	X				Core construction complete. Fencing, signage, and landscaping planned in early 2020.
M	Not originally itemized	City Engineer	Complete Mitchell Drive to Sulphur Creek Storm Drain Slip-line Project	X				Continuation of Oak Avenue storm drain work where the emergency contract finished last November.
N.	June 30, 2019	City Engineer	Complete Dam Inundation Mapping & Emergency Action Plan				X	Mapping and plan submitted to the CA Div. of Safety of Dams (DSOD) in May 2019 for review. Comments were received in August 2019 and will be resubmitted to DSOD in early 2020.
N.	April 30, 2019	City Engineer	Initiate design of Phase 1 Upgrades at Waste Water Treatment Plant				X	Council authorized contract with HydroScience Engineers on April 9, 2019 for owner's representative to facilitate procurement of design-build team. Concept plans submitted to City for review in early July 2019. Report was received by the City in October 2019 and staff is currently working on a financing plan.
O.	December 31, 2019	City Engineer (Lead) + Finance Director	Ensure stormwater improvements are positioned for use of Measure T Funds	X				Annual Citywide program included in the Five-year Measure T biennial update for December 10, 2019.

Revised date: 12-4-2019

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
P.	August 1, 2019	City Engineer + Napa County Flood Control District	Obtain permits for Dredging Sulphur Creek	X				160 cubic yards of sediment were removed in October 2019. City staff is working on a separate permit to assist the private landowner with sediment removal on the creek segment between Valley View and Main Street
Q..	TBD	Planning & Community Improvement Director (Lead) + Recreation Director + Mayor and Vice Mayor + Two Parks & Recreation Commissioners + Landscape Architect	Develop a community supported plan and funding strategy to renovate Lyman Park post submittal of SHAPE Committee recommendations			X		Meeting held March 15, 2018 to establish and brief members of the Steering Committee for this initiative. Council has postponed planning of improvements until a decision is made on regarding the current City Hall property.
R.	TBD	City Engineer (Lead)	Install wastewater meters for wineries and other users with unique characteristics to improve cost of service/fee nexus (Ad Hoc Utility Rate Committee recommendation)			X		
S.	TBD	City Engineer (Lead) + Finance Director	Assess baseline condition of sidewalks and develop approved program for long term maintenance and repair of City sidewalks			X		

Related CIP Planning/Projects

- Library Roof Replacement
- Complete Design of Paving Projects for 2018-2020
- Repaint Firehouse
- Complete Guardrail Design on Silverado Trail
- Tennis Court Lighting Upgrade and Resurface Project

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GOAL 2: Stabilize, Maintain and Improve Access to Housing

GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
A.	May 31, 2019	Assistant to the City Manager + Housing Consultant + Council Members Knudsen and Koberstein + Our Town St. Helena	Develop and implement Public Engagement Strategy for prioritization of Housing White Paper recommendations and identify other action ideas				X	Postponed to start date of Assistant to the City Manager
B.	October 15, 2019	Finance Director + Planning Director + Consultant + Council Members Knudsen + Koberstein	Update Housing Impact Fees for workforce housing and consider updates to inclusionary housing ordinance				X	Postponed to start date of Assistant to the City Manager
C.	After adoption of General Plan	Planning Director + Planning Commission + Council Members Knudsen + Koberstein	Initiate Planning Commission review of White Paper regulatory options, housing element implementing actions, and existing residential district regulations that leads to recommended zoning ordinance text and map amendments to facilitate achievement of housing goals				X	Postponed to start date of Zoning Code update and arrival of Planning and Building Director

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
D.	December 31, 2019	Assistant to the City Manager (Lead) + Planning Director + Consultant + Housing Stakeholders + Planning Commission + Mayor Ellsworth + Council Member Chouteau	Begin to quantify housing need and target goals across age and income segments of the community and identify public and private opportunities to address them				X	
E.	Not originally itemized		Adoption of Indemnity & Defense Ordinance for Certain Housing Projects citywide	X				Council approved on August 27, 2019.
F.	Not originally itemized		Housing acquisition loan to Our Town St. Helena for purchase of 963 Pope St.	X				Council Authorized \$450,000 loan August 27, 2019 and revised on September 10, 2019.

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GOAL 3: Enhance Organizational Performance and Commit to Full Public Participation, Ongoing Communication and Regional Collaboration

GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
A.	July 31, 2019	Planning Director	Complete City General Plan and present to City Council for Adoption	X				Council adopted General Plan on May 28, 2019.
B.	August 31, 2019	Planning Director (Lead) + Vice Mayor Dohring + Council Member Knudsen	Draft and present citywide design guidelines to the City Council for adoption and provide recommended improvements to design review process				X	Design Guidelines workshops and community survey complete. Review with design professionals for feedback is still needed. Project placed on temporary hold with Director vacancy.
C.	August 1, 2019	HR/IT Director + Consulting Attorney	Complete update to Employee Handbook and present to the City Council recommended updates to City Policies				X	Council directed goal from 2018. Comprehensive update in draft form and will be distributed to bargaining units in December 2019 (postponed until completion of Comp/Class study). Document has not been updated since 2005. Meet and confer obligations will extend completion.
D.	June 30, 2019	HR/IT Director + Assistant to the City Manager	Prepare/present to the City Council an employee succession plan and/or strategy to help retain employees and minimize turnover costs				X	Draft plan prepared for internal review by City Manager and postponed due to competing priorities.

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
E.	June 15, 2019	City Manager + HR/IT Director	Complete Compensation and Classification Study	X				Required by MOU + Unrepresented Resolution. Mid-Managers & Department Heads recommendations approved October 22, 2019 and SHEA recommendations scheduled for approval on December 10, 2019.
F.	Not originally itemized		Development of RFP, interviews, and selection of new City Attorney	X				
G.	Not originally itemized		Updated Council Rules of Procedure for the Conduct of Council Meetings and Standards of Conduct.	X		X		
H.	September 30, 2019	Planning Director (Lead) + Mayor Ellsworth + Council Member Koberstein	Hold City Council Study Session to analyze options related to developing a robust Code Enforcement Program that is efficient, readily understandable, and predictable				X	Council authorized additional resources to assist with Code Enforcement. Postponed to arrival of new Planning Director.
I.	April 30, 2019	Police Chief (Lead) + City Manager	Develop shared services agreement with City of Calistoga for Police/Dispatch services	X				Approved by City Council on August 27, 2019.
J.	April 30, 2019	Finance Director (Lead) + City Engineer	Develop Leak Adjustment Policy for Commercial Businesses	X				Approved by City Council on March 12, 2019.
K.	April 30, 2019	City Clerk	Launch Laserfiche records portal on website	X				
L.	April 30, 2019	Police Chief + SHUSD	Implement Proposition 56 Tobacco Cessation Grant to fund School Resource Officer	X				Grant expires on June 30, 2021.

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
M.	June 30, 2019	City Manager + Assistant to the City Manager + Council Member Chouteau + Mayor Ellsworth	Liaison with existing regional dialogue and/or identify options for a regional dialogue on approaches to housing, transportation, environmental impacts, water, etc.	X				Mayor issued proclamation at June 25, 2019 Council meeting committing to a countywide effort to address climate change issues. Regional meetings kicked off November 8, 2019.
N.	December 31, 2019	Planning Director + City Engineer + City Manager + Mayor Ellsworth + Council Member Koberstein	Participate in LAFCO Municipal Services Review + Sphere of Influence Review				X	Postponed by LAFCO.
O.	June 30, 2019	HR/IT Director	Implement online performance review software solution	X				Software deployed in July 2019.
P.	December 31, 2019	City Engineer + Police Chief	Conduct a public workshop to solicit community feedback on the concept of a comprehensive approach to improving traffic and pedestrian safety			X		On hold due to competing priorities
Q.	December 31, 2019	Planning Director	Review and document status and scale of three large existing non-conforming businesses within the community			X		One completed in 2018. Additional work on hold due to competing priorities
R.	December 31, 2019	Planning Director (Lead) + Assistant to the City Manager + Vice Mayor Dohring + Member of Planning Commission + SHFD + Water	Introduce pre-application conferences for Planning Applicants			X		On hold due to competing priorities
S.	TBD	HR/IT Director	Re-skin City website			X		

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GOAL 4: Ensure Long Term Economic Sustainability While Safeguarding St. Helena's Unique Culture & Quality of Life								
GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
A.	December 31, 2019	Finance Director (Lead) + City Engineer + Planning Director + Recreation Director + Willdan	Complete and present for City Council adoption Impact Fee Study and cost allocation plan including inclusionary fees and updating housing fees				X	Preliminary City Council discussion held October 9, 2018. Project postponed until approval of Public Works reorganization. The cost allocation plan was completed in December 2019. Completion now revised to June 30, 2020.
B.	December 31, 2019	Finance Director (Lead) + Assistant to the City Manager + Council Member Knudsen	Present for City Council consideration a policy and procedure to receive charitable gifts and endowments on behalf of the City				X	Postponed due to competing priorities.
C.	September 30, 2019	Finance Director (Lead) + City Manager + Council Member Knudsen	Evaluate and present options to increase City revenue for City Council consideration				X	July 23, 2019 Council discussion on General Fund Debt Options and Capacity is related to this task. Citizen Task Force planned for early 2020 will address options.
D.	September 30, 2019	City Manager (Lead) + Assistant to the City Manager + Mayor Ellsworth + Council Member Chouteau + Chamber of Commerce	Intervene to assist in securing tenants for vacant buildings				X	Several vacant spaces have been filled or are about to be filled in part due to changes in City permitting and temporary use permit options. Postponed in part due to completing priorities

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DUE DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
E.	April 30, 2019	Planning Director	Develop Pop-Up Retail (Temporarily Uses) Permanent Ordinance	X				Approved by City Council on March 26, 2019.
F.	November 30, 2019	City Manager + Assistant to the City Manager + Chamber of Commerce + Mayor Ellsworth + Council Member Chouteau	Refresh branding and reputation of St. Helena				X	Downtown Economic Strategy Goal placed on Add Back List in April 2019. Recommended appropriation of \$25,000 on December 10, 2019 Add Back List discussion.
G.	July 31, 2019	City Manager + Consultant + Vice Mayor Dohring + Council Member Koberstein	Investigate feasibility and potential of Enhanced Infrastructure Financing District (EIFD) and recommended steps	X				Initial discussions held at April 24, 2019 City Council meeting.
H.	August 31, 2019	City Manager + Assistant to the City Manager + Recreation Director + Mayor Ellsworth + Council Member Chouteau + Chamber of Commerce	Enhance community event programming in partnership with Chamber of Commerce	X				Community Neighborhood Table and enhanced Jingle All the Way events implemented in 2019.
I.	May 31, 2019	City Manager + Assistant to the City Manager	Create online marketing portal for vacant commercial space and priority investments	X				City established presence on Oppsites.com.

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GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
J.	September 30, 2019	Planning Director	Initiate Update to Zoning Ordinance (including consideration of cannabis)	X				Draft RFP reviewed by City Council on July 23, 2019. Award of contract to Lisa Wise Consulting on November 12, 2019. Kickoff meeting planned for December 12, 2019.
K.	September 30, 2019	City Manager + Vice Mayor Dohring + Council Member Koberstein	Evaluate options for Adams Street property			X		City Council discussed a recommended RFQ/RFP approach on April 24, 2019. Additional discussion was held on May 28, 2019. Postponed pending further direction.
L.	Not originally itemized		Refunded 2006A Water Bonds, reducing Water Fund debt by approximately \$750,000	X				
	Not originally itemized		Secured \$556,100 to fund City guard rail improvements on Silverado Trail	X				
L.	June 30, 2019	Planning Director + Assistant to the City Manager + Mayor Ellsworth + Council Member Chouteau	Develop and Recommend Downtown Façade and Tenant Improvement Program Policy Options for City Council				X	Will require additional time due to competing priorities and requires future budget appropriation.
M.	November 30, 2019	City Manager + Assistant to the City Manager + Council Member Knudsen	Initiate conversation with existing hotels to discuss opportunities to grow/improve their business (e.g. hotel incentive program)				X	Will require additional time due to competing priorities
N.	TBD	Planning Director	Develop and Recommend Parklet's Program and Policy			X		

Revised date: 12-4-2019

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GOAL 5: Support Thriving Families and Enhance the Safety, Well-Being and Healthy Development of Our Youth								
GOAL DATE		WHO	WHAT	STATUS				COMMENTS
				Complete	On Schedule	On Hold	Revised Date	
A.	April 30, 2019	Assistant to the City Manager (Lead) + Mayor Ellsworth + Vice Mayor Dohring	Analyze Institute for Local Government resources and prepare options for consideration of establishing a Youth Commission				X	Postponed to start date of Assistant to the City Manager
B.	May 31, 2019	Assistant to the City Manager (Lead) + Recreation Director + Mayor Ellsworth + Council Member Chouteau	Provide recommendations to enhance participation and engagement of youth and families in St. Helena				X	Postponed to start date of Assistant to the City Manager
C.	June 30, 2019	Consultant + Assistant to the City Manager + Vice Mayor Dohring + Council Member Chouteau	Prepare needs assessment of community youth issues/challenges, opportunities to connect with existing youth organizations/school-based efforts, and provide recommendations for actionable strategies to address issues/challenges				X	Postponed to start date of Assistant to the City Manager
D.	September 30, 2019	Planning Director + Council Member Chouteau	Update Zoning Standards for Daycare and Senior Housing (Residential) for compliance with State law and to improve access				X	Will be completed via Zoning Code update.
E.	Not originally itemized		Extended City's Social Host Accountability Ordinance's Applicability to Cannabis and Other Controlled Substances in Addition to Alcohol.	X				Council approved on February 12, 2019.

Revised date: 12-4-2019

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Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: NEW BUSINESS

Subject: Notice of intent to sell affordable housing unit at 1636 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase said property

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On November 18, 2019, the City received notice from the St. Helena's affordable housing agency, the Housing Authority of the City of Napa ("Housing Authority"), that the St. Helena homeowner at 1636 Voorhees Circle intends to sell the home. The home is a two-bedroom, owner-occupied affordable housing unit in the Wallis Subdivision. The owner, Sharon E. Brooks, has lived in the home since March 2000.

DISCUSSION

As an owner-occupied affordable housing unit, 1636 Voorhees Circle was sold to the current ("Owner") subject to a Resale Restriction Agreement and Option to Purchase ("Agreement"). The Agreement provides that if the Owner no longer wishes to occupy or own the home, the home must be sold to an income-qualified buyer at a price set by the Agreement at either fair market value or restricted sales price, whichever is lower.

The sale of the property would be subject to another agreement to continue restricting resale under similar terms, all intended to keep the home as an affordable housing unit. Alternatively, the Agreement gives the City the opportunity to exercise or assign an option to purchase the property. Should the City wish to exercise this option, the City would need to be prepared to purchase the home at the fair market value or restricted sales price of \$370,482, whichever is lower.

Sale by the Owner

If the City does not exercise the option to buy, the sale by the owner would proceed under the Resale Agreement restrictions that were written in 2000. Under these agreements the owner is not required to sell the property subject to the City's Local Preference Policy, which was adopted by the St. Helena City Council in 2005 and amended in July 2010.

Sale by the owner would require the Owner to cooperate with the Housing Authority in finding an income-qualified buyer, who would purchase according to the Agreement (at the restricted sales price, subject to another similar agreement). The owner would have eight months to market and sell the home in this manner. If the Owner offers the home for sale for the eight-month period without success, the Owner would need to again comply with the requirements and offer the City an option to purchase. If the City still declines to exercise its Purchase Option, the Owner may offer the home for sale to anyone, regardless of income criteria.

The current owner, Ms. Brooks has an interested purchaser for her home and this person is a first-time homebuyer who currently lives and works in St. Helena. The income eligibility of the prospective buyer has not yet been completed.

City's Option

As an alternative to the Owner's sale of the home, the Agreement provides the City an opportunity to exercise or assign an option to purchase. This option would need to be exercised for the City to ensure that the terms of the 2010 Local Preference Policy are followed.

The City has two opportunities to exercise the option; now, upon the Owner's notice of intent to sell or later if the Owner's eight-month marketing period ends without success. If the City exercises its option to purchase the home, either before or after the Owner's marketing, the option can be assigned to a purchaser identified and selected by the Housing Authority through implementation of the City's Local Preference Policy.

Factors Affecting Exercise Option

One factor to consider in the City's decision whether to exercise the option is that it must be exercised within 45 days of the notice of intent to sell. Therefore, the option must be exercised by January 1, 2020. Further, once the option is exercised, escrow on a sale of the home must close no later than 90 days after the notice of intent to sell, which would be February 16, 2020. The Housing Authority cautions that these time limits may not allow enough time to advertise for and then conduct a lottery in order to find an income-qualified buyer under the City's Local Preference Policy.

Ideally, the City would exercise its option and then assign the right to purchase before the deadline to close escrow. The 90-day limit for close of escrow would also apply to any assignee. Or, the City could exercise its option, purchasing the unit, and enter into a

sales and purchase agreement with another buyer before escrow closes. However, by the terms of the Agreement, if the City exercises the option it must close escrow by February 16, 2020. If a buyer has not been identified by that date, then the City will have to close escrow and hold the home until a buyer can be found.

FISCAL IMPACT

If the City exercises its option to purchase, the City will pay \$370,482, plus any costs associated with close of escrow according to the terms of the Agreement. Additional costs may be incurred with amending and recording the regulatory agreements to include the provisions of the Local Preference Policy and any costs associated with the resale to an income-qualified buyer identified through implementation of the preference policy.

RECOMMENDED ACTION

Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

ATTACHMENTS

[S. Brooks Notice of Intent to Sell](#)

[Brooks - Resale Restriction Agreement](#)

Attachment 1

Nov. 18, 2019

To: City of St. Helena

Attn: Andrea Clark

From: Sharon Brooks

Re: Sale of 1636 Voorhees Circle
St. Helena, CA 94574

I own a unit located within the Wallis Project. The address is 1636 Voorhees Circle, St. Helena, CA 94574.

Pursuant to the Resale Restriction Agreement and Option to Purchase, I hereby notify you that I intend to sell my home.

Please let me know as soon as possible whether or not you intent to exercise your Option to Purchase. Thank you.

Sincerely,



Sharon E. Brooks
1636 Voorhees Circle
St. Helena, CA 94574
brooksse78@gmail.com
707-200-2424

Attachment 2

please confirm

Recording requested by and
When recorded return to:

Napa Valley Housing Authority
1115 Seminary Street
Napa, CA 94559

APN 009-601-012

CONFORMED COPY
NAPA COUNTY RECORDER
OFFICIAL RECORDS
DATE RECORDED 3-13-03
SERIES NO. 2000-0005913

RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE

Section 1. Parties. This Resale Restriction Agreement and Option to Purchase (the "Agreement") is entered into as of this 9th day of MARCH, 2003, by and between the City of St. Helena, a California municipal corporation (the "Agency"), and Sharon E. Brooks (the "Owner" and "Transferor").

Section 2. Definitions. The following defined terms have the meanings indicated in this Section 2. Exhibits to this Agreement are hereby incorporated by reference. All recordings required by this Agreement shall be in the official records of Napa County.

(a) "Agreement" means this Resale Restriction Agreement and Option to Purchase.

(b) "Appraiser" means an appraiser who is a MAI member of the American Institute of Real Estate Appraisers or a SRPA member of the Society of Real Estate Appraisers (or in case such professional designations are modified or discontinued, the most nearly equivalent successor designations).

(c) "Business day" means a day other than a Saturday or Sunday on which banks located in Napa County are not required or authorized to remain closed.

(d) "Agency" means the City of St. Helena, a California municipal corporation.

(e) "Designee" means an individual, corporation, agency or other organization which the Agency has designated to become the Optionee pursuant to Section 6.

(f) The term "including" or variants thereof shall mean "including without limitation."

(g) "Index" means the index of median yearly income, adjusted for family size, for a family in Napa County, California, as published from time to time by the California Department of Housing and Community Development; provided, however, that if such income figures are no longer published or have not been updated for a period of at least eighteen (18) months, the Agency may use such other reasonable method as it may choose to determine median yearly income in Napa County.

(h) "Optionee" means the party who, pursuant to Section 6, is entitled to exercise the Purchase Option as provided in this Agreement.

(i) "Owner" means Sharon E. Brooks.

(j) "Transfer Fees" means those fees payable to the Agency by Transferor upon a Prohibited Transfer or a Transfer pursuant to Section 9 or 10, as set forth in Section 7(c).

(k) "Prohibited Transfer" has the meaning stated in Section 7.

(l) "Purchase Option" means the option to purchase granted by the Owner, as optionor, to the Optionee, as optionee, by this Agreement.

(m) "Residence" means the real property identified in Section 4 of this Agreement and more particularly described on Exhibit A, including all improvements and appurtenances.

(n) "Transfer" has the meaning stated in Section 7.

(o) "Procedures Manual" means the Procedures Manual for the Wallis Project as such may be amended from time to time by the Agency.

Section 3. Recitals. The following recitals of fact are a material part of this Agreement.

(a) WHEREAS, the Agency has developed a program, as described in that certain First Amended and Restated Affordable Housing Agreement, dated as of March 9, 1993, between the Agency and Edward J. Wallis (as such may be amended from time to time, the "Affordable Housing Agreement"), to provide housing opportunities to moderate income purchasers of homes to be offered for sale at prices which are below those otherwise prevailing in the market; and

(b) WHEREAS, the intent of the Agency is to preserve the affordability of the homes for persons of moderate income for as long as possible;

(c) NOW, THEREFORE, in consideration of the benefits received by the Owner, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Owner and the Agency agree as

follows:

Section 4. The Residence. The Residence which is the subject of this Agreement has a street address of 1636 Voorhees Circle, and its legal description is "Exhibit A" to this Agreement. The Residence shall be subject to the terms and conditions here set forth.

Section 5. Owner Representations and Warranties. The Owner represents and warrants to the Agency that the financial and other information previously provided to the Agency, the original subdivider or any lenders by the Owner for the purpose of qualifying to purchase the Residence was true and correct at the time it was given and remains true and correct as of the date of this Agreement. The Owner further represents and warrants to the Agency that the Owner shall occupy the Residence as his or her principal residence (i.e., live in the Residence at least 10 months out of each calendar year). Owner shall comply with all administrative requirements described in the Procedures Manual, a copy of the then current version of which shall be given to Owner upon purchase of the Residence.

Section 6. Purchase Option. The Owner hereby grants to the Agency, as optionee (the "Optionee"), an option to purchase the Residence (the "Purchase Option") on the terms of this Agreement. The Agency may designate by resolution any individual or entity (the "Designee") to exercise the Purchase Option. The Designee when so designated shall then be the Optionee. After the exercise of the Purchase Option by the then Optionee in the manner hereinafter prescribed, the Optionee may assign the Purchase Option to any substitute buyer who is approved by the Agency; provided, however, that such subsequent assignment shall not extend any time limits contained herein. Upon approval by the Agency, such substitute buyer shall become the Optionee. The Agency shall give the Owner notice of any designation of a Designee. The Agency, the Designee or the Optionee, as the case may be, shall give the Owner notice of any assignment to an Optionee. In addition to giving notice to the Owner, any designation of a Designee or assignment by the then Optionee of the Purchase Option shall be by a written instrument executed and acknowledged by the parties, in recordable form, which shall be recorded.

Section 7. Transfer by Owner. Any attempt by the Owner to make a Prohibited Transfer of title to or any interest in the Residence or otherwise in violation of this Agreement shall be void and subject to exercise by the Optionee of the Purchase Option described in Section 6.

(a) "Transfer" means any voluntary or involuntary sale, assignment or transfer of ownership of or any interest in the Residence, including a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Residence in excess of 60

days in any calendar year, or any interest evidenced by a land contract. Any Transfer without satisfaction of the conditions of this Agreement shall be deemed a "Prohibited Transfer." In addition, any breach by the Owner of the representations and warranties set forth in Section 5 shall be deemed a "Prohibited Transfer."

(b) The following Transfers are not considered Prohibited Transfers and therefore are not subject to exercise by the Optionee of the Purchase Option: (i) Transfer by gift, devise, or inheritance to the Owner's spouse or natural or adopted children; (ii) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property; (iii) Transfer of title to a spouse as part of divorce or dissolution proceedings; (iv) Transfer of title or an interest in the Residence to the spouse in conjunction with marriage; or (v) Transfer of title to an inter vivos or testamentary trust for estate planning purposes where the Owner is a trustee of such trust; providing, however: (x) that these covenants shall continue to run with the title to the Residence following said Transfers; and (y) that an instrument be executed, acknowledged and recorded by the transferee containing the following covenant: "This Residence is subject to the Resale Restriction Agreement and Option to Purchase recorded on

MARCH 13, 2000 AS INSTRUMENT.
NO. 2000-0005913 ("the Agreement") and transferee, on behalf of transferee, and transferee's successors and assigns, covenants and agrees to be bound by and perform the Agreement, and to include in any further Transfer of the Residence pursuant to Section 7(b) of the Agreement the covenant required by Section 7(b) of the Agreement." A transferee who satisfies the conditions of this Section 7(b) shall then be the Owner. Should a transferee under this Section 7(b) fail to record the instrument described in this Section, the provisions of this Agreement will remain in full force and effect and such attempted Transfer shall be a Prohibited Transfer subject to the provisions of Section 15 of this Agreement.

(c) Upon any Prohibited Transfer, or any Transfer pursuant to Section 9 or 10, Transferee shall pay to the Agency a Transfer Fee of Five Hundred Dollars (\$500.00). The amount of the Transfer Fee established by this Section may be adjusted by the Agency annually in an amount not to exceed the percentage change in the Consumer Price Index from the later of June 1, 1992 or the last adjustment made to the Transfer Fee. During the month of June of each year, the Agency shall establish by resolution any adjusted Transfer Fee for the ensuing fiscal year. In the event the Agency does not adjust such Transfer Fee in June of any particular year, the prior fee schedule shall remain in effect.

Section 8. [reserved]

Section 9. Procedure on Sale. Whenever the Owner of the Residence no longer desires to own the Residence, and intends to make a Transfer of title to or any interest in the Residence which, unless the Owner complies with this Section 9, would be a Prohibited Transfer, the Owner shall notify the Optionee to that effect. The Optionee, upon receipt of said notice, shall then have the right to exercise its Purchase Option by delivery of notice to the Owner of such exercise at any time within forty-five (45) calendar days from the receipt by the Optionee of such written notice from the Owner of intent to sell or otherwise transfer the Residence.

If the Optionee exercises its right to purchase the Residence, closing shall be through an escrow with the title insurance company issuing the owners title insurance policy required by Section 11 of this Agreement, utilizing the form of escrow agreement customarily used by such escrowee in residential transactions in Napa County, modified to the extent necessary to conform to this transaction. The escrow shall be opened upon delivery by the Optionee to the Owner of notice of the Optionee's exercise of the Purchase Option or as soon thereafter as possible. In the event the Optionee decides to assign the Purchase Option, the Optionee may postpone opening of escrow until selection of the new Optionee pursuant to Section 6, or as soon thereafter as possible. In the event the Optionee postpones opening of escrow and is unable to select such an assignee, the Optionee retains the right to open escrow and complete the purchase. In all cases, the closing of the sales transaction shall be within ninety (90) days from receipt by the Optionee of the Owner's notice of intent to sell.

Section 10. Transfer by Owner if Purchase Option is not exercised. In the event the Optionee does not exercise its Purchase Option within forty-five (45) days of the Owner's notice pursuant to Section 9, the Owner may offer the Residence for sale at any time during the eight (8) months following expiration of the notice period if the following conditions are satisfied. If the Owner fails to Transfer the Residence during this eight-month period, the Owner must comply again with the requirements of Section 9 before a Transfer of the Residence pursuant to this Section 10 can take place.

(a) The transferee intends to occupy the Residence as his or her principal place of residence; the transferee may not collectively earn more than one hundred twenty percent (120%) of the then current median income, adjusted for family size, for a family in Napa County as defined by the Index. The Agency will allow co-signers not meeting the conditions set forth in the preceding sentence for purposes of obtaining loans so long as the transferee of the Residence meets the conditions set forth in the preceding sentence.

(b) The owner must notify the Agency at least forty-five (45) calendar days prior to the date of Transfer of the Residence and otherwise comply with all the eligibility and other requirements of the Agency's program described in this Agreement and in the then current version of the Procedures Manual, including the earnings limitations applicable to the transferee contained in Section 10(a) of the Agreement. The Agency shall approve or disapprove of the proposed transferee within thirty-five (35) calendar days. In the event the Agency does not disapprove of the proposed transferee by notice to the Owner within thirty-five (35) calendar days after receiving the Owner's notice, the Agency shall be deemed to have approved the proposed transferee.

(c) Any transferee approved pursuant to Section 10(b) shall, as part of the closing documentation for the Transfer, execute an agreement substantially similar to this Agreement and for a thirty-year term. The agreement shall be recorded by transferee at closing and, upon recordation, shall supersede the terms of this Agreement and this Agreement shall be of no further force and effect and shall terminate as provided by Section 26. Such transferee shall also execute any documents and take any acts required by the then current version of the Procedures Manual.

(d) If: (i) the Optionee does not exercise its Purchase Option pursuant to Section 9; (ii) the Owner offers the Residence for sale for the eight-month period described above without success; (iii) the Owner again complies with the requirements of Section 9; and (iv) the Optionee still declines to exercise its Purchase Option, the Owner may offer the Residence for sale to anyone, regardless of income criteria. The Owner, however, will be subject to the remaining requirements of this Agreement, including the obligations set forth in Section 10(b) & (c) and the purchase price limitation contained in Section 11.

Section 11. Purchase Price; Owner's Warranties; Title Insurance.

(a) Closing costs and title insurance shall be paid pursuant to the custom and practice in Napa County at the time of the opening of escrow for all Transfers pursuant to Section 9 or Section 10 above. At the closing the Owner shall furnish the Optionee or transferee, as the case may be, an ALTA owner's residential title insurance policy, subject to its exclusions from coverage, special exceptions for current taxes and assessments not yet due, and such matters (other than taxes, assessments, and encumbrances created or suffered by the Owner who signed this Agreement and all those claiming under that Owner) which were exceptions to title on the date of this Agreement. At the closing Owner shall convey title to the transferee, the Optionee or the Optionee's nominee, as the case may be, by grant deed, or its equivalent which warrants title against matters created or suffered by the Owner and those claiming under the Owner.

(b) For all Transfers pursuant to Section 9 or Section 10 above, the purchase price (the "Purchase Price") of the Residence shall be fixed at the lower amount arrived at via the following two methods:

(i) The Optionee or Agency may have an appraisal made by a neutral professional Appraiser of its choice to establish the market value.

The Owner may also, at Owner's own expense, have an appraisal made by a neutral professional Appraiser of the Owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the market value.

(ii) One Hundred Ninety Six Thousand One Hundred Eighty Dollars (\$196,180) (the base price) plus the amount of any Transfer Fees paid pursuant to this Agreement, plus any reasonable closing costs actually to be incurred by the Owner in the sale to the transferee pursuant to Section 9 or 10, plus an amount, if any, to compensate for any increase in the Index. For that purpose, the Index prevailing on the date of the purchase of the Residence by the Owner who initially entered into this Agreement shall be compared with the latest Index available on the date of receipt by the Optionee of the Owner's notice of intent to sell. The percentage increase in the Index, if any, shall be computed and the base price shall be increased by that percentage; provided, however, that the price in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Residence.

This adjusted price shall be increased by the value of any documented, permanent capital real estate or fixed improvements approved by Agency, up to a maximum of 10 percent of the adjusted price. No price adjustment will be made except upon presentation to the Agency of written documentation of all expenditures made by Owner for which an adjustment is requested.

(c) Any sale price determined through the use of the method described in Section 11(b)(ii) (base price adjusted by the Index and value of improvements, fixtures

or equipment added) shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined as follows: Upon receipt of notice of Owner's intent to sell, the Agency shall have thirty (30) days to determine whether any violations of applicable building, plumbing, electric, fire or housing codes or any other provisions of the City Code exist. In the event deficiencies are noted, the Agency shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to the Agency within forty-five (45) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the Optionee/transferee, exercised on or before closing, the escrow may be closed, title passed and money paid to the Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the Agency) shall be withheld from the money due the Owner and held by the escrowee holder for the purpose of curing such deficiencies. If the amount necessary to cure such deficiencies exceeds the amount of money due the Owner out of the escrow, the Owner shall pay the amount of such shortfall into escrow prior to closing. The Optionee/transferee shall cause such deficiencies to be cured and upon certification of completion of work by the Agency, the escrowee shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner. No other payment shall be due to the Owner.

(d) In no event shall the Agency become in any way liable to the Owner, nor become obligated in any manner to any other party, by reason of the assignment of its Purchase Option, nor shall the Agency be in any way obligated or liable to Owner for any failure of the then Optionee to consummate a purchase of the Residence or to comply with the terms of the Purchase Option.

(e) Until such time as the Optionee's purchase option is exercised, waived, or expired, the Residence shall not be Transferred, as defined in Section 7 above, except as provided in Section 7(b). This provision shall not prohibit the Owner from encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of section 13 of this Agreement shall govern. Further, the Owner shall not use the Residence as collateral for an amount exceeding the Purchase Price of the Residence.

Any requirement of this Agreement may be waived by the Agency in its sole discretion, such waiver to be in writing and consistent with the Agency's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate income. Notwithstanding the foregoing, any waiver in connection with a Residence purchased by a veteran with a loan guaranteed by the Veterans Administration shall only be effective after submission to, and approval by, the Loan Guaranty Division of the VA Regional Office.

Section 12. Termination of Purchase Option. The provisions set forth in this Agreement relating to the Optionee's Purchase Option shall terminate and become void

automatically thirty (30) years following the date of execution of this Agreement.

Section 13. Default and Foreclosure. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the Agency, any Designee and any other Optionee. Any notice of default given pursuant to Civil Code Section 2924b, as amended, shall constitute an Owner's notice of intent to sell under Section 9 of this Agreement, and the Optionee may exercise its Purchase Option pursuant to the provisions of this Agreement; provided however, that, notwithstanding any language contained in this Agreement to the contrary, with regard to the rights of the lien holder, the Optionee must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust or mortgage.

In the event of default and foreclosure, the Agency shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the Agency to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

In the event that no request for notice is recorded, the Optionee's Purchase Option shall run from the date the notice of default is given to the Owner, and any such purchase must be completed within the period established in this Section 13. In the event the Optionee elects not to exercise its rights to purchase upon default, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may be entitled following foreclosure under California state law shall be paid as follows: After any required payment of encumbrances, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received after any required payment of encumbrances under the formula set forth above had the Optionee exercised its right to purchase the Residence on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid in accordance with the terms of section 12 of the Affordable Housing Agreement. In the event that the Optionee does not elect to purchase the Residence pursuant to the provisions of this Section 13 and the Residence is sold through foreclosure, the provisions of Section 18 below pertaining to subordination shall apply.

Section 14. Distribution of Insurance and Condemnation Proceeds. In the event that the Residence is condemned or destroyed (or in the event that the Residence consists of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to the Owner, instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to the Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including the

Owner), any surplus proceeds from insurance or condemnation so distributed remaining after payment of encumbrances on the Residence shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had the Optionee exercised its Purchase Option on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to the Owner, and the balance of such surplus, if any, shall be distributed in accordance with the terms of section 12 of the Affordable Housing Agreement.

Section 15. Notice of Prohibited Transfer. Within thirty (30) days after receiving notification that a Prohibited Transfer has occurred in violation of this Agreement, the Optionee will give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the Optionee within ten (10) days after the date of the notice, or within such further time as the Optionee determines is necessary to correct the violation, the Optionee may declare a default under this Agreement. Upon the declaration of a default, the Optionee may exercise its Purchase Option as set forth in Section 9 or apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

Section 16. Attorney Fees and Costs. If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For purposes of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) postjudgment motions; (b) contempt proceedings; garnishment, levy and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

Section 17. Controlling Agreement. The Owner covenants that the Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, the Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties.

Section 18. Subordination. This Agreement is subordinate to any deed of trust or mortgage on the property made by or held by an institutional lender or institutional investor. Any party, and its successors and assigns, including the United States Department of Housing and Urban Development ("HUD"), receiving title to the property through a trustee's sale, a judicial foreclosure sale or deed in lieu of foreclosure, of such deed of trust or mortgage, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement. Upon assignment of the deed of trust or mortgage to HUD pursuant to 24 CFR 203.650 (or any successor provision), the provisions of this Agreement shall terminate and be of no further force or effect.

Section 19. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 20. Time of the Essence. Time is of the essence of this entire Agreement. Whenever under the terms of this Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

Section 21. Notices. All notices required herein shall be in writing and shall be considered as given when personally delivered or one business day following the day on which notice is delivered to Federal Express or similar overnight delivery service with all delivery charges paid, addressed to the parties as follows:

If to Agency: City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

with copy to: Napa Valley Housing Authority
 1115 Seminary Street
 Napa, CA 94559
 Attn: Executive Director

If to Owner: Sharon E. Brooks
 1636 Voorhees Circle
 St. Helena, CA 94574

If to Optionee: At the address specified in the designation or
(other than the agency) assignment required by Section 6.

The address of a party for notices may be changed by that party's designation to all other parties of the new address and the recording of the designation, including the recording reference of this Agreement and its legal description contained in Exhibit A.

Section 22. Covenants as to Use of and Title to the Residence. The Owner covenants and agrees with the Agency that the Owner will use and maintain the Residence as a single family residence and will perform all obligations of any consensual lien encumbering the Residence, until a permitted Transfer, purchase by the Optionee pursuant to this Agreement or termination of this Agreement.

Section 23. Captions and Pronouns. The captions and headings of the various sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

Section 24. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land described in Exhibit A and are binding upon the heirs, successors, assigns and personal representatives of the parties hereto and inure to the benefit of the heirs, personal representatives and permitted successors and assigns of the parties hereto.

Section 25. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties, to create a valid and enforceable Purchase Option and prevent any Prohibited Transfer or any use of the Residence in violation of this Agreement is carried out.

Section 26. Termination. This Agreement shall terminate on the earlier of conveyance to the Optionee or its nominee pursuant to exercise of the Purchase Option, acquisition of title through a foreclosure of any consensual lien to which this Agreement has been subordinated, or termination of the Purchase Option pursuant to Sections 10 or 12. Upon termination of this Agreement, on request of the then record owner of the fee title to the Residence the Agency and any other Optionee shall execute, acknowledge and record a termination of this Agreement. To the extent permitted by law, any unfulfilled obligations of any Owner which arise during the term of this Agreement shall survive the termination of this Agreement, but this Agreement shall no longer affect title to the Residence.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.



CITY OF ST. HELENA

By: Bonnie Long
BONNIE LONG
City Administrator

ATTEST

Sharon E. Brooks
Sharon E. Brooks

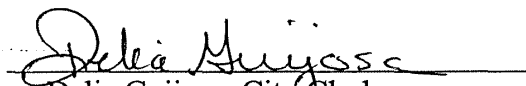
DELIA GUIJOSA
Delia Guijosa ~~Deputy~~ City Clerk

STATE OF CALIFORNIA)

COUNTY OF NAPA)

On March 9, 2000 before me, the undersigned, City Clerk, of the City of St. Helena, personally appeared Bonnie Long, City Administrator, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Delia Guijosa, City Clerk



STATE OF CALIFORNIA
COUNTY OF NAPA } S.S.

On MARCH 8, 2000 before me,
the undersigned
a Notary Public in and for said County and State, personally
appeared SHARON E. BROOKS

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

WITNESS my hand and official seal

Signature

Linda S. Yohner

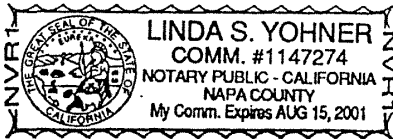


EXHIBIT A

PROPERTY DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA County of NAPA, City of ST. HELENA, and is described as follows:

Parcel One:

Lot 46, as shown on the map entitled, "Final Map of the Wallis Project", filed August 25, 1992 in Book 19 of Maps at pages 9 through 11 in the office of the County Recorder of said Napa County.

Parcel Two:

A non-exclusive Easement, 10 feet in width, for ingress, egress, utility and safety service purposes, over that portion of Lots 34 through 45, and 47 through 50 designated, "20' proposed Private Access Easement for the benefit of Lots 34-50, inclusive", all as shown on said Map.

From: Wayne Armstrong
Sent: Tuesday, December 10, 2019 11:31 AM
To: ctzafoopoulos@cityofsthelena.org
Subject: agenda item 11.1 new business 1636 Vorhees Circle

Dear Cindy,

This email is intended for circulation to the City Council and Mayor for this evening's City Council meeting. Will you please be sure they have copies?

I am Wayne Armstrong and along with my partner, Marcus Robbins, own Pennyweight, a retail store on Main Street. We have an employee, Nichole Stottlemeyer, who is our store manager and has been with us six years. She does an excellent job and we consider her a very valuable part of our team.

She rents a place here in town and is very interested in purchasing the affordable housing unit in the Wallis Subdivision located at 1636 Vorhees Circle. She meets the income requirements to be qualified to purchase an affordable housing unit and has excellent credit in order to qualify for a mortgage.

We feel that Nichole, a woman working and living in St. Helena, is exactly the kind of person the affordable housing program was designed for.

It would be a life changing dream come true for her to purchase a home in this community when we have seen her struggle through the years to even find a place to rent that she could afford.

We would like to encourage you to allow Nichole to purchase the house at 1636 Vorhees Circle to be able to invest in home ownership and put down long term roots here in St. Helena.

Thank you,

Wayne and Marcus

From: Nichole Stottlemeyer <Nichole@pennyweightnapavalley.com>
Sent: Tuesday, December 10, 2019 12:51 PM
To: Kamille Garcia <KGarcia@cityofsthelena.org>
Subject: December 10th - City Council Meeting

Dear Kami,

I would like to submit this email for tonight's, December 10th, City Council Meeting regarding the Wallis Subdivision affordable housing unit.

I wanted to send a quick email expressing my interest in purchasing the affordable housing unit in the Wallis Subdivision located at 1636 Vorhees Circle. I have been the store manager and buyer of Pennyweight for 6 years and have been living in town for 2 years. I have worked on Main Street since 2008 and for the last 2 years it has been a dream to call St. Helena my home and now to have an opportunity to purchase a home in town is the ultimate dream come true.

I have been preapproved with Mechanics Bank and have also been in contact with Andrea Clark with the Housing Division and submitted my application.

I thank you for your time and consideration.

Nichole Stottlemeyer
Store Manager



1337 Main Street
Saint. Helena, CA 94574
707-963-3198
<http://www.pennyweightnapavalley.com>

Celebrate St. Helena 2018 Business of the Year: Pennyweight



Report to the City Council
Regular City Council - 10 Dec 2019

Agenda Section: NEW BUSINESS

Subject: Consideration and approval of a Resolution approving an application for a minimum of \$200,000 through the Parks and Water Bond Act of 2018 (Proposition 68) for Per Capita Grant funds.

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Manager, Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In 2018, California voters approved Proposition 68, the Parks and Water Bond Act of 2018. Proposition 68 established a Per Capita Program which make funds available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. The California Department of Parks and Recreation has been delegated the responsibility for the administration of the Per Capita Grant Program, which include establishing necessary procedures governing application requirements.

The procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify, by resolution, the approval of a project application before submission of the application to the State, and that the grantee enter into a contract with the State of California to complete projects if approved by the grantor.

Approximately \$102 million in Per Capita funding grants is available with each city entitled to a minimum of \$200,000. Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant

recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

Additional guidance via the Grant's Procedural Guide advises:

- Projects must be for recreational purposes, either acquisition or development
- Up to 5% of the allocation may be used for a community access project
- Multiple projects may be completed under one contract
- Each project requires a separate application packet
- A project can only have one location. One project that serves several parks is not permitted.
- Grantees are encouraged to partner with other grantees on projects.

DISCUSSION

Staff evaluated the potential projects which would be eligible for the Per Capita program and is recommending a focus on updating deteriorated and/or aging playground equipment at either Crane Park or Lyman Park, and recommends the Parks & Recreation Commission review and provide feedback on options at their meeting of December 16, 2019. Staff is recommending the City of St. Helena apply for a grant of at least \$200,000. If received, the City of St. Helena would be required to match the total allocation by 20%, which is available via the Park Impact Fee fund. The approval of the attached resolution does not designate a specific project but approves a project application to the State Department of Parks and Recreation.

FISCAL IMPACT

If the minimum grant of \$200,000 is received, the fiscal impact will be \$40,000 from Park Impact Fees (Fund 734).

RECOMMENDED ACTION

Staff recommends the City Council approve a Resolution approving an application for a minimum of \$200,000 through the Parks and Water Bond Act of 2018 (Proposition 68) for Per Capita Grant funds.

ATTACHMENTS

[Resolution - Prop 68 Per Capita Grant Program](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-____

Resolution of the St. Helena City Council of the City of St. Helena
approving application for Per Capita Grant funds.

RECITALS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Helena hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of St. Helena's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of St. Helena will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 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