



AMENDED 2-21-20
City of St. Helena
Regular City Council Meeting
Tuesday, February 25, 2020 @ 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. Anthony Micheli
[Public Comment. Anthony Micheli.](#)
[Public Comment Streetscape Presentation Slide. Anthony Micheli](#)
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. Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
 - 7.2. Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
8. CONSENT ITEMS

9 - 13

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

- 8.1. Authorizing (1) Amendment No. 1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract not-to-exceed amount of \$26,600 (2) Use of Tree City Unrestricted Reserves and a Budget Increase of \$18,250 to Account 283-5026-2145 15 - 22

CEQA Determination: Exempt

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

Authorizing (1) Amendment No. 1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract amount not-to-exceed \$26,600 (2) Authorizing use of Tree City Unrestricted Reserves and a Budget Increase of \$18,250 to Account 283-5026-2145

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- 8.2. Consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, LLC, in the amount of \$40,000 for the City-sponsored July 4, 2020 fireworks show. 23 - 45

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

Staff recommends the City Council approve a resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, LLC, in the amount of \$40,000 for the City-sponsored July 4, 2020 fireworks show.

[Staff Report - Pdf](#)

- 8.3. Consideration and proposed approval of a Resolution authorizing the purchase of five Americans with Disabilities Act (ADA) compliant outdoor bottle filling station drinking fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc. 47 - 58

CEQA Determination: Not a "project" as defined in CEQA Guidelines Section 15378(a); Common Sense exemption, as set forth in CEQA Guidelines Section 15061(b)(3).

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt a resolution authorizing the purchase of five Americans with Disabilities Act (ADA) compliant Outdoor Bottle Filling Station Drinking Fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

[Staff Report - Pdf](#)

- 8.4. Consideration and proposed adoption of a resolution authorizing the 59 - 84

City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000, to the Professional Services Agreement with Terra Firma Surveys, Inc. for Professional Land Surveying Services for CIP Project: W-26 Upper York Creek Ecosystem Restoration for a total not-to-exceed amount of \$66,800.

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

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000 to the Professional Services Agreement with Terra Firma Surveys, Inc. for CIP Project: W-26 Upper York Creek Ecosystem Restoration. The total amended not-to-exceed amount of the agreement will be \$66,800.

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- 8.5. Consideration and proposed approval of a resolution: 1) approving Amendment No. 1 to the Updated Employment Agreement STH Contract: 2019-092 entered into as of May 28, 2019, between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 16 to 30 hours per week and adjusting work days to a three 10-hour day shift structure effective February 26, 2020; 2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 14 hours per week increases the annualized base salary to \$132,600; 3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate to be \$91.50; 4) increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; 5) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and 6) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

85 - 97

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector, Kathy Robinson, Human Resources & IT Director

Recommendation:

City staff recommends approval of a resolution: 1) approving Amendment No. 1 to the Updated Employment Agreement STH Contract: 2019-092 entered into as of May 28, 2019, between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 16 to 30 hours per week and adjusting work days to three 10-hour shift structure effective February 26, 2020; 2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 14 hours per week increases the annualized base salary increase to \$132,600; 3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate

to be \$91.50; 4) increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; 5) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and 6) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

[Staff Report - Pdf](#)

- 8.6. Consideration and proposed approval of a resolution approving a six month extension to the joint use agreement with St. Helena Unified School District for the use of Vintage Hall Board Room through June 30, 2020 for an additional cost of \$5,500 for a total cost not to exceed \$37,000 99 - 110

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafoopoulos, City Clerk
Recommendation:
Adopt the resolution.

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- 8.7. *NEW ITEM 2-21-20 111 - 119
Renewal of California Beverage Container Recycling Program with Napa County

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to sign the Letter of Authorization for the California Beverage Container Recycling Program with Napa County.

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[Letter of Authorization for Dept of Resources Recycling and Recovery](#)

- 8.8. Consideration and Proposed Adoption of a Resolution Sustaining the Decision of the Planning Commission Denying a Demolition Permit and Design Review Filed by Jenny and Nick Vitro for the Property Located at 1443 Stockton Street 121 - 209

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
The Planning and Building Department recommends that the City Council consider the staff report, and all written and spoken evidence, and:

1. Take action on the resolution with findings memorializing the Council's decision to sustain the decision of the Planning Commission denying a Demolition Permit and Design Review for a single family house at 1443 Stockton Street, prepared as directed by the City Council on January 28, 2020.

[Staff Report - Pdf](#)

9. PUBLIC HEARINGS

9.1. None

10. OLD BUSINESS

10.1. Financing Civic Infrastructure Task Force Update, Chair Tom McBroom (Oral Update)

10.2. Introduction and first reading of an Ordinance Amending Title 9 of the St. Helena Municipal Code to repeal Chapter 9.12 (Curfew) 211 - 214

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Recommendation:

Hold first reading and introduce the ordinance by title only to repeal Chapter 9.12 of Title 9 of the St. Helena Municipal Code.

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10.3. Introduction and first reading of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena 215 - 228

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

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

Recommendation:

Introduction and first reading of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions of commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

[Staff Report - Pdf](#)

10.4. Fiscal Year 2019-20 2nd Quarter Finance Report and Consideration of Resolution Approving Mid-Year Budget Adjustments for FY 2019-20 229 - 277

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends the City Council approve a Resolution Approving Mid-Year Budget Adjustments for FY 2019-20

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[Presentation](#)

10.5. Consideration of committing additional funds in the amount of \$54,050 to fund a Cooperative Agreement with Caltrans for the Napa Valley Vine Trail design from Calistoga to St. Helena. 279 - 317

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

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

Recommendation:

Discussion and direction to staff.

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11. NEW BUSINESS

11.1. None

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

12.1.

March City Council Meetings:

3/10 (staff reports due 2/21)

3/24 (staff reports due 3/6)

PROCLAMATIONS/PUBLIC RECOGNITION/STAFF BRIEFING:

April Sexual Assault Awareness Month (NEWS)

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:

3/10 Grayson South Crane PSA Design

Library roof repair NOC

3/10 2nd Reading for Pratt Bridge

3/10 2nd reading Curfew Ordinance Repeal

3/24 Year Two Pavement Restoration Advertisement

3/10 Reclassification adding Senior Engineer

Cell Tower Lease

OLD BUSINESS:

3/24 Branding and Marketing

3/10 Noll & Tam

3/24 TDA 3 Grant Award

3/24 Main Street red curb

3/10 PSPS After Action Report

Public Hearing

CDBG Grant Funding

NEW BUSINESS:

3/24 Non-profit award

3/10 Nimbus Arts mural discussion

Review of Role and Scope of City Council Committees and Commissions

Money Way garbage consolidation discussion

Early in 2020 (March or April) - LRFF

April City Council Meetings:

4/14 (staff reports due 3/27)

4/28 (staff reports due 4/10)
4/14 Joint PC/CC Zoning Code Update Stakeholder input
PROCLAMATIONS/PUBLIC RECOGNITION/STAFF BRIEFING:
Arts in April Proclamation
4/28 UVDS Council presentation Christy Pestoni Abreau and Amanda Griffis - Landscape in refuse collection, food waste and more. (SB1383)
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
PH or NEW BUSINESS:
4/14 Utility Master Plan
4/14 Nimbus Arts mural discussion

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 10, 2020, 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 February 19, 2020. Reposted February 21, 2020

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.

2/24/20

I want to talk about the upcoming Street Scape Plan. You are planting in my opinion the wrong trees. Last week I went to Van Windin's nursery and talked to their tree guy. He told me these Trident Maples can grow over 25 feet tall. Within 15 years they could start lifting the sidewalk. They need to be watered for 5 years or the ends of the leaves turn brown. I asked what is a better tree to plant. He said Crape Myrtle. They only need water the first year. They have smaller leaves and do not grow as tall and have great color. We have Crape Myrtle in our parking lot at 1336 Oak St. where the ice cream store is. They were planted about 8 years ago. Remember what you see above ground is the same in the root system below ground.

If you plant smaller trees then we can show off our beautiful buildings. Right now it looks like a jungle downtown. Our buildings are on the National Historical Register. The oldest standing building is Carter and Co. Built in 1875. Our building was built in 1890. These tall trees wreck the awnings by either dropping limbs through them or discoloring them with mold due to the shade factor of the trees. If you plant smaller trees with colored flowers, they would offset our historical buildings. Also building owners would put up more awnings for shade. But what is the point if these taller trees are going to wreck them again. You can not even see our historical electroliers or the light they provide.

This past winter our roof drains plugged up twice causing leaking in our building on Main St. This was due to the leaves of the present trees plugging our roof drains. We have screens over our drain but they still get plugged. In the past the tree in front of our building has pugged our sewer twice. It cost us over five thousand dollars to fix the problem. The Model Bakery next door spent over twenty thousand dollars to fix the same problem. The trees the first go around at these buildings were planted directly over our sewer and water lines. I hope in this next go around you plant the trees between our sewer and water lines. When we dug up our sewer to replace it, I found a four inch gas line tangled in the tree roots. Fortunately I was told by PGE it is low pressure. It runs the full length of Main St. on the west side. It took the Public Works Dept over a week to remove the tree in front of our building. The reason: the tree was so tangled in our water and sewer lines, it had to be done by hand. So your time table for removing the trees is way off. I read in the register that CalTrans has not been notified about this project. Was that a miss statement? Has PGE been notified? Since you want to start next Spring.

2/24/20

Growing up in St. Helena we had no trees on Main St. Nobody complained. Our Historical Buildings stood out for all to enjoy. Then the city came along and asked the building owners if they could plant trees in front of the buildings, the city would take care of the trees and any damage they caused. That lasted until the trees started causing damage to the side walks. Now it was the building owners responsibility. So I ask this question to the city? Is the city going to take responsibility for these new large trees they want to plant? Such as side walk repair, broken water lines, sewer repair, plugged roof drains, awning repair, and mold issues. At a latter date I will bring a signed petition by all the building owners effected by the trees.

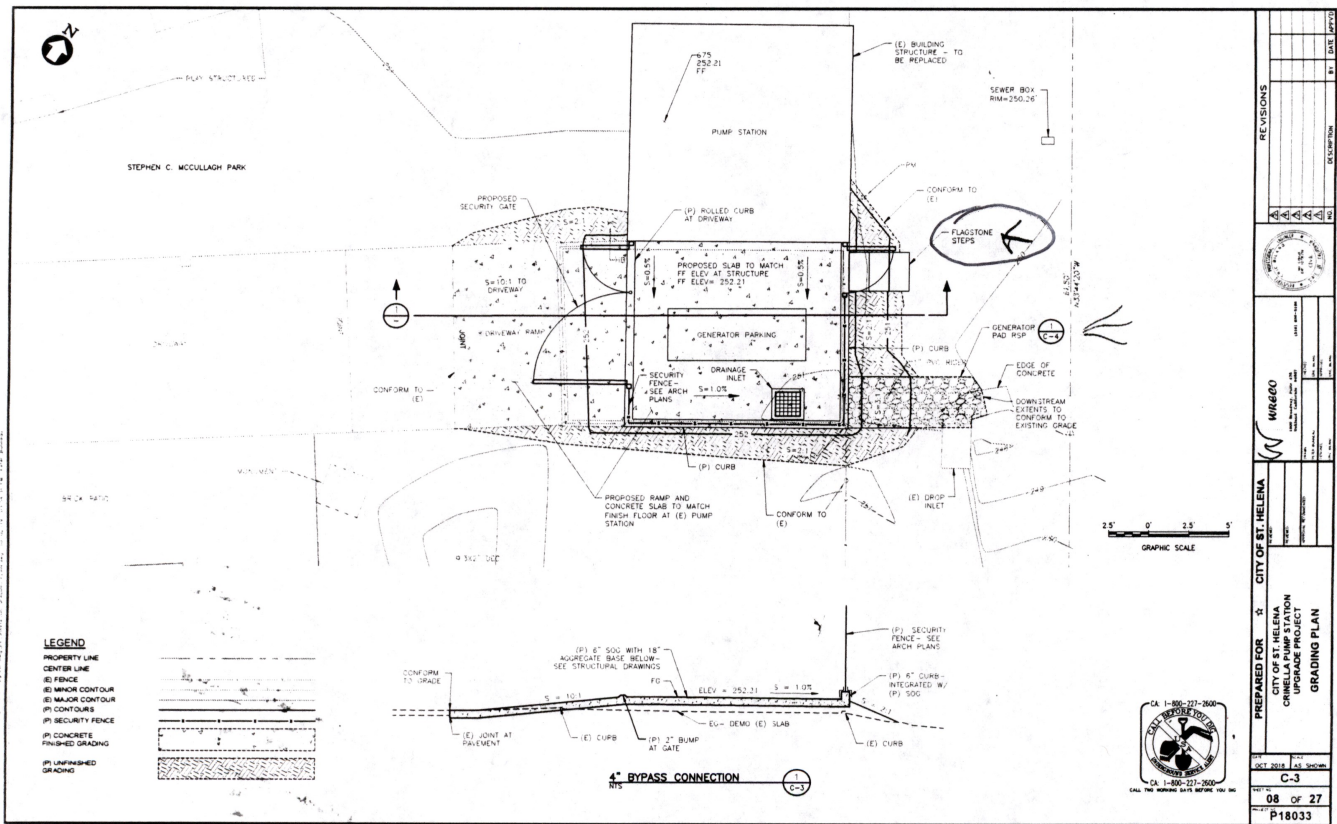
Now to logistics: You plan to do half the width of the side walk at a time. So you will only be able to walk single file on the remaining side walk, people walking in both directions, with a 24 inch hole on the side walk that is removed. I assume there will be a railing. Tell me how you are going to replace all the water and sewer services to the buildings with out putting a connection under the concrete, since you are only doing half at a time. The water and sewer are in this 24 inch layer. Putting a connection under the concrete is a potential leak problem down the road. I have been told by one of the councilmen, replacing city services to the buildings is not in the present budget. So you better add at least 5 million dollars to your present budget in the first phase. Since you are doing the work at night. How are you going to handle the business that run sewage and water at night? Also when you replace the water lines(if you have ever done that) air gets into the line and it turns the water brown. So when the merchants turn on the water the next morning. They will get a blast of air with dirty water. I am assuming you have a remedy for this problem. I ask this question because building owners will have to deal with their tenants.

About 6 weeks ago I went to the Planning Commission meeting on the Crinella Pump Station. The city was asking for a Demolition Permit and Construction plans to be put out to bid. The plans called for flagstone steps out the back of the building. This would add at least another 2 thousand dollars to the project verses concrete steps. This is only a building covering a sewage hole. It is like the half million dollar plus bathroom that was proposed for downtown. My concern is do we have oversight for this multi-million dollar project downtown. The street scape project needs to be done, but as a retired contractor and building owner I have concerns.

Anthony micheli

TREES: AFTER (shown at 7 years old)





TREES: AFTER (shown at 7 years old)





Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Authorizing (1) Amendment No. 1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract not-to-exceed amount of \$26,600 (2) Use of Tree City Unrestricted Reserves and a Budget Increase of \$18,250 to Account 283-5026-2145

**CEQA Exempt
Determination:**

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City and Caltrans have been adhering to the 2011 St. Helena Elm Tunnel Management Plan (Plan) since it was originally introduced and approved in 2011. The Plan was drafted with the intent to facilitate communication and partnership between the State and City to provide maintenance, preservation, and restoration of the historic elms in a way that meets current safety requirements. The Management Plan consists of a set of coordinated protocols with identified functional areas within the State and the City to address short-term as well as longer-term work on the Elm Tunnel as the original trees near the end of their natural lifespan.

At the request of the Beautification Foundation and further direction provided by City Council, City staff procured the services of a consulting arborist to assess the 2011 Elm Tunnel Management Plan as well as perform a Tree Risk Assessment of 144 elm trees in the tunnel and assist staff in confirming and/or modifying standing practices from the 2011 Elm Management Plan to ensure the preservation and restoration of both mature trees and replacements.

On January 8, 2019, HortScience, a division of Bartlett Consulting, was selected and scheduled to commence the work. On February 5, 2019, the consultant and City staff met on site to review the scope of work and initiate the tree assessment by tagging all trees and providing City staff with direction on pruning 55 young elm trees. On May 29, 2019, the consultant made a second inspection to address the health of the mature trees. The consultant compiled all the information and observations gathered from the two visits and provided a draft report to staff on September 11, 2019. Staff reviewed the report and provided comments to the consultant.

DISCUSSION

At the November 26, 2019 City Council meeting, the City Council received a presentation and recommendations from Hortscience on the 2011 St. Helena Elm Tunnel Management Plan as well as the Tree Risk Assessment of 144 elms.

As an outcome of the presentation, the City Council provided the following direction:

- Conduct an advanced assessment of mature elm trees (including an aerial assessment).
- Utilize information from advanced assessment and 2019 risk assessment to prepare a 5/10/15 year elm tree removal and replacement plan.
- Update the 10 year Elm Tree Management Plan if necessary.

To advance the recommended scope of work as outlined in Exhibit A, it is necessary to amend the contract with FA Bartlett Tree Expert Company for an additional \$18,250 for a total not-to-exceed amount of \$26,600.

FISCAL IMPACT

The total fiscal impact of this contract amendment is \$18,250. To cover the costs of the amendment, it is recommended to use the Tree City Fund Unrestricted Reserves with a Budget Increase of \$18,250 to Account 283-5026-2145 (other contract services in the Tree City Fund). The current estimated unrestricted reserves in the Tree City Fund is \$204,000. The budget transfer of \$18,250 would bring the estimated unrestricted reserves balance to \$185,750.

RECOMMENDED ACTION

Authorizing (1) Amendment No. 1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract amount not-to-exceed \$26,600 (2) Authorizing use of Tree City Unrestricted Reserves and a Budget Increase of \$18,250 to Account 283-5026-2145

ATTACHMENTS

[Exhibit A HBC Proposal-Elm Tree Management Plan](#)

[Resolution HortScience a Division of Bartlett Consulting Amendment #2](#)

[Amendment #1 for HortScience a Division of Bartlett Consulting](#)



Proposal to Provide Consulting Services

DATE: January 20, 2020

PREPARED FOR: City of St. Helena
Public Works Department
1480 Main St.
St. Helena CA 94575

SUBJECT: Elm Tree Advanced Assessment and Management Plan

The City of St. Helena manages a stand of approximately 90 mature elm trees. HortScience | Bartlett Consulting, Divisions of The F. A. Bartlett Tree Expert Company (H|BC) performed a risk assessment on the trees in 2019 and identified 30 for advanced assessment. HBC also recommended the City develop a comprehensive plan to manage the trees from 'cradle to grave'. The City requested H|BC prepare a proposal to provide these services. The scope and fees follow:

Scope of Services

- A. Perform an advanced assessment of approximately 30 mature elm trees.
 1. Visit the site and perform an advanced assessment of the ~30 trees identified by HBC using the resistance drill decay detection device. An aerial lift and operator must be provided by the client to give access to the consultant to approximately 10 trees with suspected decay above 6' height.
 2. Update the management recommendations to abate risk associated with the 30 trees tested, as appropriate. Management may include recommendations for pruning, cabling or removal.
 3. Provide a brief report describing our findings and recommendations.
- B. Use the information gathered during the 2019 risk assessment and advanced assessment of the 30 trees to prepare a 5/10/15 year elm tree removal and replacement plan to prioritize management activities.
- C. Prepare a 10-year Elm Tree Management Plan that identifies goals, actions, priorities and responsibilities for the following based on City of St. Helena and stakeholder input, industry standards and best management practices:
 - a. near-term and long-term tree management goals;
 - b. plant procurement, contract growing, nursery specifications;
 - c. plant inspections and standards for accepting plant material;
 - d. planting methods and standards;
 - e. irrigation methods/volumes/timing;
 - f. pruning methods/timing and standards;
 - g. disease management methods/timing and standards;
 - h. tree risk assessment, management and thresholds for action;
 - i. wood disposal;
 - j. shoot/sucker management;
 - k. tree monitoring frequency, timing, procedures and record-keeping.

Proposal, City of St. Helena
January 20, 2020

HortScience | Bartlett Consulting
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Fees

The fee to provide the services detailed above is as follows:

Service A	\$8,500.00
Service B	\$1,500.00
Service C	\$8,250.00
Total fees	\$18,250.00

Additional work requested by the client, such as additional services, meetings, attendance at hearings, shall be billed at the following hourly rates:

Managing Consultants	\$220.00
Consultants	\$180.00
Arborist	\$150.00
CAD/GIS Specialist	\$150.00
Clerk	\$70.00

Invoice shall be submitted to the client upon completion of each service. Payment is due within 30 days of date of invoice.

Terms

The terms of this proposal shall remain in effect for a period of 45 days.

HortScience | Bartlett Consulting shall not be required to attend court and provide testimony by reason of this report without subsequent contractual agreement.

Prior to beginning work HortScience | Bartlett Consulting must be informed of all insurance requirements, including requirements for Certificates of Insurance and specific wording for any Additional Insured statements. If Certificates of Insurance and notations of Additional Insured are required, the Certificates must be received and approved by the client prior to release of HortScience | Bartlett Consulting work products, including but not limited to data, reports, letters, maps and/or plans.

City of Saint Helena

Carlos Uribe, or authorized personnel

Date

HortScience | Bartlett Consulting



1/20/2020

John Leffingwell, Consulting Arborist

Date

CITY OF ST. HELENA

RESOLUTION NO. 2020-_____

Authorizing (1) Amendment Number 1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract amount not-to-exceed \$26,600 (2) Authorizing use of Tree City Unrestricted Reserves and a Budget Increase of \$18,250 to Account 283-5026-2145

RECITALS

- A. City and Caltrans have been adhering to the 2011 St. Helena Elm Tunnel Management Plan since it was originally introduced and approved in 2011; and
- B. At the request of the Beautification Foundation and further direction provided by City Council, City staff procured the services of a consulting arborist to assess the 2011 Elm Tunnel Management Plan as well as perform a Tree Risk Assessment of 144 elm trees in the tunnel; and
- C. On January 8, 2019, HortScience, a division of Bartlett Consulting, was selected and scheduled to commence the work. Onsite review occurred on February 5, 2019; and
- D. On May 29, 2019, the consultant made a second inspection to address the health of the mature trees. The consultant compiled all the information and observations gathered from the two visits and provided a draft report to staff on September 11, 2019. Staff reviewed the report and provided comments to the consultant.
- E. On November 26, 2019, a presentation by the consultant was made at a Regular City Council Meeting; and
- F. The City and Consultant now desire to amend the Agreement with the Consultant to create perform and advanced assessment of trees, prioritize management activities and prepare a 10-year Elm Tree Management Plan (Exhibit A).

RESOLUTION

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

1. Approval of this resolution is CEQA Categorically Exempt; and

2. Approves Amendment #1 to Professional Services Agreement with FA Bartlett Tree Expert Company dba HortScience | Bartlett Consulting STH Contract No: FY 2019-050 for an additional \$18,250 for a total contract amount not-to-exceed \$26,600 and authorizes the City Manager to execute all necessary documents; and
3. Authorizes a budget increase to Account #280-5026-2145 in the amount of \$18,250 and use of Tree City Fund Unrestricted Reserves of the same.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

Mayor Geoff Ellsworth:

Vice Mayor Paul Dohring:

Councilmember Koberstein:

Councilmember Anna Chouteau:

Councilmember David Knudsen:

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH FA
BARTLETT TREE EXPERT COMPANY; STH CONTRACT NO:
FY 2019-050 FOR ELM TREE TUNNELL ASSESSMENT AND
MANAGEMENT FOR AN ADDITIONAL \$18,250 FOR A TOTAL
CONTRACT AMOUNT NOT-TO-EXCEED \$26,600.**

This First Amendment to Professional Services Agreement STH Contract: FY 2019-050 dated November 27, 2018 ("Agreement") is made as of this 11th day of February 2020 by and between the City of St. Helena, a municipal corporation ("City"), and FA Bartlett Tree Expert Company dba HortScience | Bartlett Consulting ("Consultant").

RECITALS

- A. City and Caltrans have been adhering to the 2011 St. Helena Elm Tunnel Management Plan since it was originally introduced and approved in 2011; and
- B. At the request of the Beautification Foundation and further direction provided by City Council, City staff procured the services of a consulting arborist to assess the 2011 Elm Tunnel Management Plan as well as perform a Tree Risk Assessment of 144 elm trees in the tunnel; and
- C. On January 8, 2019, HortScience, a division of Bartlett Consulting, was selected and scheduled to commence the work. Onsite review occurred on February 5, 2019; and
- D. On May 29, 2019, the consultant made a second inspection to address the health of the mature trees. The consultant compiled all the information and observations gathered from the two visits and provided a draft report to staff on September 11, 2019. Staff reviewed the report and provided comments to the consultant.
- E. On November 26, 2019, a presentation by the consultant was made at a Regular City Council Meeting; and
- F. The City and Consultant now desire to amend the Agreement with the Consultant to create perform and advanced assessment of trees, prioritize management activities and prepare a 10-year Elm Tree Management Plan (Exhibit A).

Page 1 of 2

First Amendment to Professional Services Agreement STH
Contract: FY 2019-050
Consultant: FA Bartlett Tree Expert Company

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 4.A. Compensation and Method of Payment, is amended to read as follows:

“Total compensation shall not exceed \$26,600...

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
Title: City Manager

Print

Name: _____ APPROVED AS TO FORM:

Title: _____

City Attorney

ATTEST:

City Clerk

Page 1 of 2

First Amendment to Professional Services Agreement STH

Contract: FY 2019-050

Consultant: FA Bartlett Tree Expert Company



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, LLC, in the amount of \$40,000 for the City-sponsored July 4, 2020 fireworks show.

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Since 2015, the Parks & Recreation Department has hosted the 4th of July Fireworks at Crane Park.

In 2015, 2016, and 2017, the Parks & Recreation Commission raised approximately \$104,000 thanks to the generosity of local citizens and businesses. In 2017, the Parks and Recreation Commission recommended the City contribute approximately 50% of the fireworks contract amount as local fundraising was intended to be a temporary funding solution during the recession.

In 2019, the Parks and Recreation Commission recommended the City fully fund the annual fireworks show through the FY 2020-21 budget process, thereby discontinuing the practice of donation solicitation, but with the understanding that Staff would seek sponsors for the event to help offset event costs and fund event related activities, supplies, and equipment.

DISCUSSION

In preparation for the 2020 fireworks show, a Request for Proposals process was conducted to identify a vendor meeting City standards with competitive pricing. Two

bids were received and, after review, Devastating Pyrotechnics, LLC, was determined to provide the best overall value to the City.

Staff performed a side-by-side comparison of the two proposals (see attached Fireworks Vendor Proposals Comparison 2020) - this included number of company personnel on site for the event, number of shells included in the proposal, and estimated length of show, just to name a few. Based on this analysis, staff determined the City will receive greater value from Devastating Pyrotechnics as their proposal allowed for a longer show, a larger number of shells, and additional safety personnel. The planned manually fired show is expected to last approximately 25 minutes with a minimum of 13,275 elements fired (an increase from the 2019 show).

Devastating Pyrotechnics, LLC, will provide licensed pyrotechnic operators, insurance coverage, and obtain the necessary City permit for the show. Because Independence Day is four days into the new fiscal year, the contract must be signed during the City's budget process. By approving this resolution, the City is committing to \$40,000 from the FY 2020-21 City Budget to pay for the contract.

FISCAL IMPACT

The Devastating Pyrotechnics, LLC, agreement will not exceed \$40,000; funding for the agreement will be included in the FY 2020-21 budget.

RECOMMENDED ACTION

Staff recommends the City Council approve a resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, LLC, in the amount of \$40,000 for the City-sponsored July 4, 2020 fireworks show.

ATTACHMENTS

[Resolution Devastating Pyrotechnics 2020](#)

[RFP Fireworks 2020](#)

[PSA Pyrotechnics 2020 DPLLC](#)

[Fireworks Vendor Proposals Comparison 2020](#)

CITY OF ST. HELENA

RESOLUTION NO. 2020-__

Authorizing the City Manager to Execute a Production Agreement with Devastating Pyrotechnics in the Amount of \$40,000 for the 2020 July 4th Fireworks Show

RECITALS

- A. Since 2015, the City of St. Helena has partnered with the Parks and Recreation Commission to organize July 4 fireworks shows; and
- B. The Parks and Recreation Commission raised a substantial amount of donations for three years to help offset the cost of the fireworks shows; and
- C. The fundraising was a temporary solution to help with City's budget; and
- D. The City will continue funding the Fourth of July Budget in FY 20/21 in the amount of \$40,000 to pay for the annual fireworks show; and
- E. The City will pay Devastating Pyrotechnics \$40,000 for the 2020 fireworks show.

RESOLUTION

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

- 1. Authorize the City Manager to execute the agreement with Devastating Pyrotechnics in the amount of \$40,000.00; and
- 2. Approve the expenditure of \$40,000 from the Fourth of July Budget in FY 20/21 for this event.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



CITY OF ST. HELENA
RECREATION DEPARTMENT

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Fireworks Show for July 4, 2020

DATE ISSUED: Friday, January 3, 2019

DATE DUE: Friday, January 24, 2020, 4PM

CONTACT: André Pichly, Director of Parks & Recreation
apichlys@cityofstheleena.org
(707) 967-2798

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA
OFFICE OF THE CITY CLERK
ATTENTION: CINDY TZAFPOULOS
1480 MAIN STREET
ST. HELENA, CA 94574

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EXHIBITS

- A. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876, and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2017 is 6,033 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$11.1 million.

II. SOLICITATION

The City of St. Helena is seeking proposals from qualified vendors to provide a firework show for the community on Saturday, July 4, 2020. The show should be similar in scope and length as the 2019 display.

Prospective vendors will be required to provide team qualification, proposed work plan, proposed schedule, and other related items as part of the proposal submittal (Section V). The deadline for submitting proposals is 4:00PM on Friday, January 24, 2020.

III. SCOPE OF WORK

The City is requesting proposals from qualified Contractors for pyrotechnics services. Required services shall include, but are not limited to:

1. Provide a suggested pyrotechnics list and timeline for planning, delivery, set-up, security of site, fireworks show, breakdown, clean-up and disposal.

Contractor will meet with City staff to discuss all aspects of the fireworks show.

Pyrotechnics display plans and shall include, but are not limited to, the following:

1. **SITE** | where launching areas will be located, safety perimeter, and fall-out zones
2. **PYROTECHNICS USED** | where launching areas will be located, safety perimeter, and fall-out zones
3. **STAFFING** | number of team members the Contractor will use, what their role is before, during and after the fireworks show
4. **INSPECTIONS** | schedule and documentation as required by the City's Fire Marshall
5. **FIRE/LIFE SAFETY ISSUES** | Emergency Action Plan
6. **FIRE PROTECTION** | on-site tools and methods for addressing unforeseen incidents related to pyrotechnics launching

IV. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
Friday, January 24, 2020, AT 4:00 PM
 Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	December 19, 2019	1:00PM
Question submittal deadline	January 10, 2020	4:00PM
Questions posted on City website (cityofsthelena.org/rfps)	January 13, 2020	5:00PM
Proposal due date	January 24, 2020	4:00PM
Review and scoring of submittals	January 28, 2020	11:00AM
Interviews w/finalists	TBD	TBD
Award of contract	February 11 or 25, 2020	6:00PM

The schedule may be modified and/or extended if necessary.

V. PROPOSAL REQUIREMENTS AND FORMAT

If interested in this RFP, please notify André Pichly by email at apichly@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify Mr. Pichly could result in missing important and required information, and could result in disqualification.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected Contractor.

Four (4) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section IV. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled July 4th Fireworks Show and hand-delivered or mailed to:

City of St. Helena
Office of the City Clerk
Attention: Cindy Tzafopoulos
1480 Main Street
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter/Executive Summary (5 points)
- Part 2: Experience and Qualifications of Contractor/Team Members (30 points)
- Part 3: Understanding of Event Scope (25 points)
- Part 4: Commitment to Event Budget & Detailed Work Plan (15 points)
- Part 5: Delivery Schedule and Timeline (15 points)
- Part 6: Proof of Insurance (5 points)
- Part 7: Reference Review (5 points)

Total Possible: 100 points

PART 1 | COVER LETTER/EXECUTIVE SUMMARY (5 POINTS)

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the Contractor team.
2. The mailing address, telephone number, and the name of the main point of contact for the Contractor team.
3. A summary of the Contractor's pyrotechnics experience and qualifications and the significant advantages to selecting the Contractor.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR/TEAM MEMBERS (30 POINTS)

Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to this event. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this event.

Contractor should further document expertise by including the information regarding the following:

1. Safety of Contractor's team members, as well as spectators and property.
2. Any other information that would assist the review team in understanding the Contractor's team's capacity to efficiently, effectively and safely implement the fireworks show.

PART 3 | UNDERSTANDING OF EVENT SCOPE & DETAILED WORK PLAN (25 POINTS)

Each respondent shall demonstrate its capacity to deliver professional pyrotechnics. Respondent should outline methodology and logistics capable of meeting the goals outlined in July 4th Fireworks Show event, as well as provide a proposed work plan for development and implementation of the event as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value.

PART 4 | COMMITMENT TO EVENT BUDGET (15 POINTS)

Contractor shall provide a total base fee for the project. Each responding Contractor shall include an acknowledgement that it can effectively complete set-up and delivery of a fireworks show within the budget indicated. Each respondent should clearly explain in this section the methods and process it will use to insure the project is within budget and that the City will be getting the best value within the budgeted amount.

PART 5 | DELIVERY SCHEDULE AND TIMELINE (15 POINTS)

Discuss in this section the steps the Contractor team proposes to use. Clearly outline the delivery schedule and timeline of each stage of event set-up, implementation, and tear-down. Specific dates should be used assuming an award to this RFP and an executed agreement in May 2019. Indicate in the proposed scheduling the necessary involvement and various decision points required of the City. A detailed timeline or representation of the delivery timeline with pertinent milestones and events is required in this section.

PART 6 | INSURANCE REQUIREMENTS (5 POINTS)

Contractor will provide proof of insurance for a minimum of \$5 million in liability coverage listing the City of St Helena as the additionally insured, as well as an endorsement.

1. General Liability: \$5,000,000 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 – \$10,000,000.
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.

PART 7 | REFERENCE REVIEW (5 POINTS)

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed contractor team worked on together:

- Name of the Event (e.g. July 4th Fireworks Show)
- Location of the Event (e.g. Crane Park)
- Name, title, and contact information for the client
- Project budget (e.g. amount not to exceed \$40,000.00)
- Date of completion of the Event

VI. PROPOSAL TERMS AND CONDITIONS**1. EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has

read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the City's designated contact is André Pichly, Director of Recreation. Any questions concerning the scope of work and the selection process shall be directed to Mr. Pichly, at apichly@cityofsthenana.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by January 10, 2020, by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthenana.org/rfps, and will become part of the RFP. It is the contractor's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective contractors are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit C) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on February 25, 2020, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Devastating Pyrotechnics, LLC (Contractor).

RECITALS:

A. City desires to employ Contractor to furnish professional services in connection with the event described as July 4th Fireworks Show.

B. Contractor has represented that Contractor 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

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount specified in **Exhibit B, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed \$40,000.00, unless additional compensation is approved in accordance with Section 2.

B. Contractor 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, subcontractor 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 (if applicable). City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in

Page 1 of 11

PSA Template - Pyrotechnics

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 Contractor 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 Contractor 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 Contractor.

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

SECTION 5 – STANDARD OF PERFORMANCE

Contractor 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. Contractor 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, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor'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 Contractor'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 Contractor'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

Contractor 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 Contractor, 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.

Page 2 of 11

PSA Template - Pyrotechnics

- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$5,000,000 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 – \$10,000,000.
 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 Contractor 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"), Contractor shall maintain at least \$2,000,000 of professional liability insurance.
- D. Excess Limits. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. 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 Contractors 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 Contractors 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 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 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 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 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. Contractor'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. 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 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. Contractor 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 Contractor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Contractor 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 Contractor 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 Contractor'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 Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor'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 Contractor shall ensure

Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor 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. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor 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 Contractor 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 Contractor. When requested by City, but no later than three years after project completion, Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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. Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

D. Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Contractor shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Contractor 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. Contractor 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 Contractor to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressly in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Contractor 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 Contractor 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 Contractor of Contractor's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Contractor'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 Contractor's final invoice.

B. Contractor'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 Contractor 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 Contractor: Devastating Pyrotechnics, LLC
477 2nd Avenue
San Francisco, CA 94118

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

D. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Contractor. If such notice is given, Contractor shall cease immediately all work in progress.

E. If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

F. Upon termination of this Agreement by either Contractor or City, all property belonging to City which is in Contractor's possession shall be delivered to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, 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 Contractor 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 Contractor without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

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 Contractor shall not constitute a wavier 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.

Contractor:

City:

By: _____

By: _____

Name: Craig A. Cutright

Name: Mark T. Prestwich

Title: General Manager

Title: City Manager

Approved as to Form:

By: _____
Name: Kara Ueda
Title: City Attorney

	Devastating Pyrotechnics, LLC	Zambelli Fireworks Mfg.
Qualifications	Good	Good
Insurance	meets the minimum	meets the minimum
References	checked - all positive	provided
CalFire Fireworks License	Yes	Yes
Safety Standards	NFPA 1123 CA Title 19	NFPA 1123 CA Title 19
Crew Size	6, including lead operator	4, including lead operator
Staff Safety Trainings	Yes	Yes
Length of show based timeline	25 minutes	15 minutes
Can use current shoot site	Yes	Yes
Set back distance	70+ feet per inch diameter of shell	100 feet per inch diameter shell
Display Shells		
Opening Barrage	100 (2.5 inch shells)	60 (2.5 inch shells)
Main body	900 (2.5 inch shells)	900 (2.5 inch shells)
Grand Finale	540 (2.5 inch shells)	540 (2.5 inch shells)
Subtotal of display shells	1,540	1,500
Multi-shot Devices	12,200+ (2 inch cakes)	11074 (1.5 inch cakes)
TOTAL Display and Multi-Shots	13,740+	12,574
Alt A proposal - Devastating Pyrotechnics only		
Display Shells		
Opening Barrage	100 shells (2.5 and 3 inch)	
Main body	600 shells (2.5 and 3 inch)	
Grand Finale	420 shells (2.5 and 3 inch)	
Subtotal of display shells	1,120	
Multi-shot Devices	12,200+	
TOTAL Display and Multi-Shots	13,320+	
Alt B proposal - Devastating Pyrotechnics only		
Display Shells		
Opening Barrage	100 shells (2.5 and 3 inch)	
Main body	580 shells (2.5, 3 and 4 inch)	
Grand Finale	395 shells (2.5, 3 and 4 inch)	
Subtotal of display shells	1,075	
Multi-shot Devices	12,200+	
TOTAL Display and Multi-Shots	13,275+	



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a Resolution authorizing the purchase of five Americans with Disabilities Act (ADA) compliant outdoor bottle filling station drinking fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

CEQA Determination: Not a "project" as defined in CEQA Guidelines Section 15378(a); Common Sense exemption, as set forth in CEQA Guidelines Section 15061(b)(3).

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's 2017 adopted ADA Transition Plan (Plan) rated projects on a scale of one to three with one being the highest priority. In this Plan, water fountains are considered a third level priority and improving accessibility to City facilities (buildings, parks, and restrooms) a number one priority. However, as City facility improvements are made it is the intent to improve on other ADA upgrades as funding permits or as Building Code requires. In addition, the General Plan "Community Design" Chapter Implementing Action CD2.C calls for the implementation of attractive and well-designed community amenities such as drinking fountains in commercial areas. Recent facility improvements include the Lyman Park restrooms, Crane Park skatepark and tennis courts, and the new downtown restrooms.

City staff has also received input from the Active Transportation and Sustainability Committee, tennis court users, and other community members that bottle filling stations are highly desired instead of traditional drinking fountains. Installing bottle filling stations also encourages refillable bottle use and cuts down on plastic waste; therefore, City

staff specifically looked for drinking fountains that would include the bottle filling component.

DISCUSSION

Staff solicited quotes from three different vendors for five new ADA compliant drinking fountains. The drinking fountains will replace four existing drinking fountains, and add one additional drinking fountain. While researching potential drinking fountains and vendors, City staff asked nearby municipalities for suggestions and learned the City of Napa utilized Most Dependable Fountains for their recent drinking fountain upgrades.

The City received proposals from the following suppliers:

Morris Group International	\$21,765.00* (non-responsive)
Most Dependable Fountains, Inc.	\$35,824.50
Pace Supply, Inc.	\$55,490.60

*Did not meet all City requirements

City staff determined Most Dependable Fountains, Inc. has the lowest price, a positive recommendation from the City of Napa, and drinking fountain solutions that meet all of the City's requirements including:

- ADA Compliance
- Bottle Filler
- Freeze Resistance
- Front Approach
- Green Powder-Coated

The proposal is for five ADA compliant water fountains that includes freeze resistance and bottle filling station features. The freeze resistance feature is important to keep the drinking fountains functional year around and the bottle filling station feature helps the City take steps forward to sustainability goals and provide safe drinking water.

If approved, drinking fountains will be installed at the following locations:

Lyman Park: Two drinking fountains will be replaced in Lyman Park. The recent restroom renovation completed at the park triggered additional ADA upgrade requirements.

Crane Park: One of the drinking fountains will be installed within the recently renovated skate park and the other fountain is planned near the tennis courts.

C-82 Downtown Restroom Project: A drinking fountain is planned at the downtown restroom site in the Oak Avenue parking lot.

FISCAL IMPACT

The total cost to purchase the five ADA compliant outdoor bottle filling station drinking fountains is \$35,824.50. The adopted FY 2019-20 budget allocated \$103,000 in Capital Improvement Plan (CIP) Project: C18-83 ADA Plan Facilities.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the purchase of five Americans with Disabilities Act (ADA) compliant Outdoor Bottle Filling Station Drinking Fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Most Dependable Fountains Quote](#)

[Attachment 3: Green Fountain](#)

[Attachment 4: Operations Manual](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Resolution authorizing the purchase of five Americans with Disabilities Act (ADA) compliant outdoor bottle filling station drinking fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

RECITALS

- A. The City of St. Helena's 2017 adopted ADA Transition Plan identifies the need to upgrade City amenities with ADA compliant drinking fountains; and
- B. Due to community feedback and recent facility improvements at the Lyman Park restrooms, downtown restroom, and the skate park; City staff obtained proposals for ADA compliant bottle filling drinking fountains; and
- C. The drinking fountains will be installed at Lyman Park (2), Crane Park (2), and downtown restroom project (1); and
- D. The purchase of the new equipment is budgeted in Fiscal Year 2019-20 from Capital Improvement Plan (CIP) Project: C18-83 ADA Plan Facilities; and
- E. The City of St. Helena Public Works Department is recommending the purchase of five ADA compliant outdoor bottle filling station drinking fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

RESOLUTION

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

1. Approves the purchase of five Americans with Disabilities Act (ADA) compliant Outdoor Bottle Filling Station Drinking Fountains model 10145 SMSSFR in the amount of \$35,824.50 from Most Dependable Fountains, Inc.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Koberstein: _____

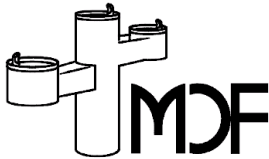
Councilmember Chouteau: _____

Councilmember Knudsen: _____

APPROVED: ATTEST:

Geoff Ellsworth, Mayor
Clerk

Cindy Tzaopoulos, City



**MOST DEPENDABLE
FOUNTAINS, INC.**

5705 Commander Dr. Arlington, TN 38002

Quote

Quote QTE51428
Date 1/29/2020
Page 1

Quoted by: Hayden
hayden@mostdependable.com
(901) 867-0039

Bill To:

CITY OF ST.HELENA
ST HELENA CA 94574

Ship To:

CITY OF ST HELENA
ST HELENA CA 94574

Purchase Order No.		Customer ID 707-312-0951				Shipping Method FEDEX 85		Payment Terms NET 30		Req Ship Date 0/0/0000		Master No. 106,460	
Quantity	Item Number	Description				UOM	Discount	Unit Price	Ext. Price				
5	10145 SMSSFR	10145 SMSSFR 250 lbs				EA		6,120.00	\$30,600.00				
		GREEN											
1.000	MISC ITEMS	MISC ITEMS				EA		0.00	\$0.00				
		BUILD FOR FRONT APPROACH											
1.000	CA SALES TAX	CA SALES TAX				EA		2,524.50	\$2,524.50				
		NAPA COUNTY 8.25%											
CURRENTLY PRODUCTION IS RUNNING OF 3-4 WEEKS. QUOTED BY HAYDEN							Subtotal		\$33,124.50				
ONE YEAR WARRANTY. LABOR NOT INCLUDED PRICES SUBJECT TO CHANGE WITHOUT NOTICE							Freight		\$2,700.00				
							Total		\$35,824.50				
Original													

Printed from Dynamics through PrintBoss

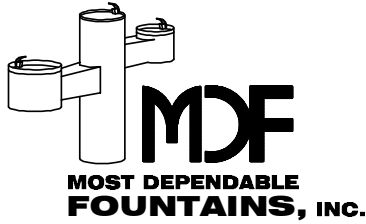


**Most
Dependable
Fountains, Inc.**

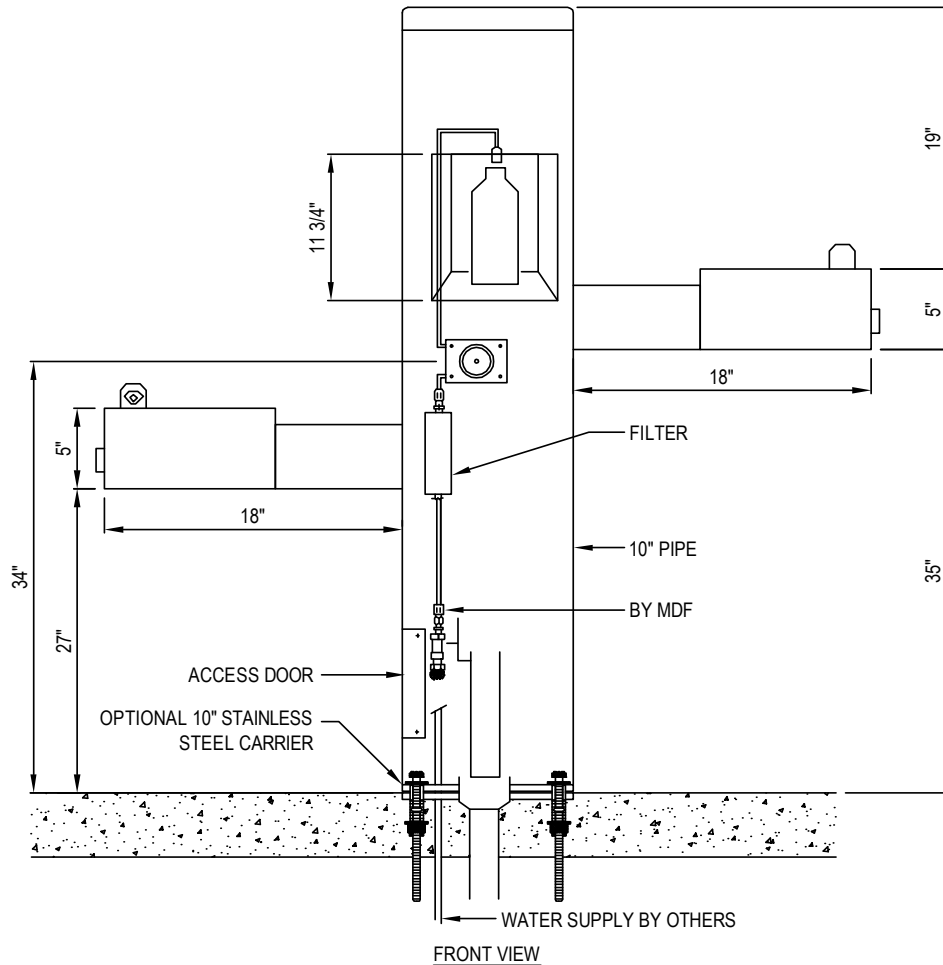
OPERATIONS MANUAL

**MODELS:
10145 SM & 10145 SMSS**

Most Dependable Fountains, Inc™
5705 Commander Drive
Arlington, TN 38002
901-867-0039
www.mostdependable.com

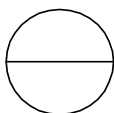


MOST DEPENDABLE FOUNTAINS, INC.
5705 COMMANDER DR. P.O. BOX 587
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com



NOTES:

1. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-17.8.



MODEL 10145SM

10145SM SHOWN WITH OPTIONAL 10" SS SURFACE CARRIER



3354-17.8

REVISION DATE 12/05/2016

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CADdetails.com



PEDESTAL BOTTLE FILLER SPECIFICATIONS

WATER QUALITY (LEAD FREE)

Section 9, California Proposition 6 and the Federal Safe Drinking Water Act.
One piece weld construction with MDF standard 3/16" wall thickness.

STANDARD PEDESTAL
OR

STAINLESS STEEL PEDESTAL

RECEPTOR BOWL

One piece weld construction with MDF standard 304 schedule 10 stainless steel.
18 gauge electro-polished stainless steel bowl. Bowl overlaps pedestal, preventing buildup of residue in visual drinking area. Optional stainless steel Bowl Strainer recommended for areas with sand. Not applicable on Model 10125 SMSS.

BOTTLE FILLER SPOUT

Sanitary recessed nozzle.

BUBBLER HEAD

Stainless steel anti-squirt head (weighing a pound and a half) mounted with a lock nut and washer to prevent tampering. Lock nut pin holds bubbler in locked position to prevent twisting or turning. The MDF bubbler head has a unique design that features a steady stream trajectory and a built in natural shield from contamination.

PUSH BAR

304 stainless steel with circumference exceeding 8.6". Mushroom style push bar overlaps and prevents sand and other objects from sticking push bar in the ON position. Stainless steel bubbler housing standard.

CONTROL VALVE

Requires less than 5 lbs to operate. Non-cartridge O-ring valve delivers steady stream of water through an adjustable valve. This valve design is to operate and function at 30 to 80 PSI. Ideal operating pressure is 60 PSI.

WATER SUPPLY (LEAD FREE)

Maintenance free reinforced nylobraid tubing - **this tubing is not plastic**. It is supplied with a 1/2" MIP threaded inlet with stainless steel strainer. Union fittings at every connection. Supply line stops above grade. Water Filter is standard on this model.

DRAIN

1 1/2" schedule 40 PVC pipe. Drain line stops above grade.

FINISH

Oven baked powder coat. Choice of colors are: ☐ green, ☐ blue, ☐ black, ☐ red, ☐ yellow, ☐ orange, ☐ brown and ☐ white. Textured color choices: ☐ emerald, ☐ sapphire, ☐ pyrite, ☐ text-black, ☐ burgundy, ☐ gold vein, ☐ copper and ☐ sandstone. Stainless steel models are powder coated for added protection. The color ☐ chrome is an available option for stainless steel models only.

INSTALLATION

Surface Mount installation is designed to be anchored on top of a new or existing surface (concrete, etc.) For a new surface, a surface mount carrier is recommended. For an existing surface, anchor bolts are to be used through the attached mounting plate. Surface Mount Fountains come standard with an access door with vandal resistant stainless steel screws.

WINTERIZATION

Shut off water and drain down. Remove water filter.

WARRANTY

One year warranty, labor not included.

SHIPPING WEIGHT

Model 10125 SM.....	110 lbs	Model 10125 SMSS.....	100 lbs	Model 10890 SM.....	150 lbs
Model 10135 SM.....	150 lbs	Model 10135 SMSS.....	150 lbs	Model 10890 SMSS...	140 lbs
Model 10145 SM....	245 lbs	Model 10145 SMSS.....	235 lbs	Model 10895 SM.....	200 lbs
Model 10150 SM....	245 lbs	Model 10150 SMSS.....	235 lbs	Model 10895 SMSS...	190 lbs
Model 10155 SM....	195 lbs	Model 10155 SMSS.....	185 lbs		

MOST DEPENDABLE FOUNTAINS, INC.™
5705 COMMANDER DR. • ARLINGTON, TN 38002-0587
www.mostdependable.com
(901) 867-0039



INSTALLATION INSTRUCTIONS

Most Dependable Fountains, Inc.™

All **SM (surface mount)** products are designed to be installed on the surface of a new or existing concrete slab. Your contractor needs to provide a 1 ½" PVC drain line (**when applicable**) and water line thru finish grade. Connections are made to our SM products thru our access door, as shown on detail drawings. The water tubing is provided with a ½" male iron pipe connection. This is an excellent location for a cutoff valve. Surface Mount units are anchored to the existing concrete by means of ½" concrete shields with bolts or we recommend ½" quick bolts.

Note: We offer an optional template which is designed to be poured in the concrete slab. It comes with the necessary vandal resistant stainless steel bolts and washers needed to anchor.

All **DB (direct bury)** products are designed to be installed to a depth of 14" below grade. MDF provides 1 ½" PVC drain line inside the pedestal (**when applicable**) to point of connection by others. MDF also provides reinforced nylobraid flexible tubing with a ½" male iron pipe thread for connection to water supply by others. MDF recommends an optional valve box using a PVC conduit to the pedestal. By using this option you have complete control of your product.

Individual detail drawings available Online or by request.



For more information:
Most Dependable Fountains, Inc.™
www.mostdependable.com
Info@mostdependable.com
901-867-0039

LIMITED PRODUCT WARRANTY

Most Dependable Fountains, Inc.[™]

Most Dependable Fountains, Inc.[™] warrants that all of its products are guaranteed against defective material or poor workmanship for a period of **one year from date of shipment**. Most Dependable Fountains, Inc.[™] liability under this warranty shall be discharged by furnishing without charge any goods, or part thereof, which shall appear to the Company upon inspection to be of defective material or not of first class workmanship. Most Dependable Fountains, Inc.[™] will not be liable for the cost of repairs, alterations or replacements, or for any expense connected therewith made by the owner or his agents. Most Dependable Fountains, Inc.[™] will not be liable for any damages caused by defective materials or poor workmanship, except for replacements, as provided above. Buyer agrees that Most Dependable Fountains, Inc.[™] has made no other warranties either expressed or implied in addition to those above stated. The products manufactured by Most Dependable Fountains, Inc.[™] is warranted to function if installation and maintenance instructions provided are adhered to. The units also must be used for the purpose for which they were intended.





Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000, to the Professional Services Agreement with Terra Firma Surveys, Inc. for Professional Land Surveying Services for CIP Project: W-26 Upper York Creek Ecosystem Restoration for a total not-to-exceed amount of \$66,800.

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

On November 21, 2019, the City and Terra Firma Surveys, Inc. (Terra Firma) entered into an agreement to provide professional land surveying services in connection with Capital Improvement Project (CIP) W-26 Upper York Creek Ecosystem Restoration. The professional services included a map with property lines, survey control points, and a topographic map in connection to a property access agreement with Spring Mountain Vineyards needed for doing work in York Creek.

The ownership of the York Creek Channel has historically been unclear. In December 2019, Terra Firma reviewed historical documents and prepared a topographic map showing the City's ownership of the channel upstream and downstream of the dam. While an area upstream of the dam has been defined in a record of survey, the downstream section has not. Spring Mountain Vineyards has stated they will not allow the work to move forward on the project or use of their property without a clear property delineation marked on the ground prior to construction. A recorded record of survey is

required if a line is marked on the ground. This survey will also define the City's jurisdiction in the future.

DISCUSSION

The recommended amendment with Terra Firma will allow for the additional work needed to provide additional field survey, deliver a record of survey map, and define the City's jurisdiction on York Creek below the dam and along Spring Mountain Road. The work will include terrestrial field survey along the south bank of York Creek to set tagged iron pipe monuments at representative angle points on the subject property line from the dam downstream to, and including, the point at which the City's property line leaves the south bank of York Creek, below the project area. These monuments will be referenced to the existing Spring Mountain Road control line. This survey will use existing survey control points from the recently completed Topographic Survey dated January 7, 2020.

Upon completion of the survey, Terra Firma Surveys, Inc. will deliver draft Record of Survey map prior to submittal to the County Surveyor and the filed map, when it's available from the Napa County Recorder.

FISCAL IMPACT

The Upper York Creek Ecosystem Restoration, CIP Project No. W-26 is included in the Capital Improvement Plan adopted in May 2018. On November 21, 2019, STH Contract: FY 2020-050 with Terra Firma Surveys, Inc. was executed for a not-to-exceed amount of \$24,800. Amendment No. 1 is for an additional \$42,000 for a not-to-exceed amount of \$66,800 and is within the CIP project budget included in the Fiscal Year 2019-2020 Adopted CIP Budget.

RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000 to the Professional Services Agreement with Terra Firma Surveys, Inc. for CIP Project: W-26 Upper York Creek Ecosystem Restoration. The total amended not-to-exceed amount of the agreement will be \$66,800.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Amendment No. 1 Terra Firma Surveys, Inc.](#)

[Attachment 3: Executed STH Contract FY 2020-050](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000, to the Professional Services Agreement with Terra Firma Surveys, Inc. for Professional Land Surveying Services for CIP Project: W-26 Upper York Creek Ecosystem Restoration for a total not-to-exceed amount of \$66,800.

RECITALS

- A. On November 21, 2019 the City and Consultant entered into the Agreement for Consultant to provide professional land surveying services in connection with the project described as W-26 Upper York Creek Ecosystem Restoration; and
- B. The Agreement's current Scope of Services does not include the funds or the additional work needed to allow Terra Firma Surveys, Inc. to complete additional field survey and deliver a record of survey map below the dam; and
- C. The additional funding is necessary to allow Terra Firma Surveys, Inc. 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 further terrestrial field survey along the south bank of York Creek and define the City's jurisdiction below the dam; and
- E. Upon completion of the survey, Terra Firma Surveys, Inc. will deliver draft Record of Survey Map prior to submittal to the County Surveyor and the filed map, when it's available from the Napa County Recorder.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY 2020-050 in the amount of \$42,000 to the Professional Services Agreement with Terra Firma Surveys, Inc. for CIP Project: W-26 Upper York Creek Ecosystem Restoration. The total amended not-to-exceed amount of the agreement will be \$66,800.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH TERRA FIRMA SURVEYS, INC.; STH CONTRACT NO: 2020-050 FOR PROFESSIONAL LAND SURVEYING SERVICES, CAPITAL IMPROVEMENT PROJECT: W-26 UPPER YORK CREEK ECOSYSTEM RESTORATION FOR AN ADDITIONAL \$42,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$68,800.

This First Amendment to Professional Services Agreement STH Contract: 2020-050 dated November 21, 2019 ("Agreement") is made as of this ____ day of _____, 2020 by and between the City of St. Helena, a municipal corporation ("City"), and Terra Firma Surveys, Inc. ("Consultant").

RECITALS

- A. On November 21, 2019 the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as W-26 Upper York Creek Ecosystem Restoration; and
- B. The Agreement's current Scope of Services does not include the funds or the additional work needed to allow Terra Firma Surveys, Inc. to complete additional field survey and deliver the record of survey map below the dam; and
- C. The additional funding is necessary to allow Terra Firma Surveys, Inc. to provide additional land surveying services to the City; and
- D. City and Consultant now desire to amend the Agreement with Consultant for the purpose of further terrestrial field survey along the south bank of York Creek. Upon completion of the survey, Terra Firma Surveys, Inc. will deliver draft Record of Survey Map prior to submittal to the County Surveyor and the filed map, when it's available from the Napa County Recorder.

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 4. Compensation**, is amended to read as follows:
"Total compensation shall not exceed \$66,800.00..."

Page 1 of 5

First Amendment to Professional Services Agreement STH Contract: 2020-050
Consultant: Terra Firma Surveys, Inc.

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: *Christopher K. Cole*

Print Name: *Christopher K. Cole*

Title: *President*

By: _____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A: "Scope of Services"

Exhibit B: "Compensation"

First Amendment to Professional Services Agreement STH Contract: 2020-050
Consultant: Terra Firma Surveys, Inc.

Page 2 of 5

Exhibit A

"Scope of Work"

The revised scope of work is as follows:

I. Record of Survey Map below the dam:

- Terrestrial field survey along the south bank of York Creek to set tagged iron pipe monuments at representative angle points on the subject property line from the dam downstream to and including the point at which the City's property line leaves the south bank of York Creek, below the project area. These monuments will be referenced to the existing Spring Mountain Road control line, which is of record per Parcel Map 18 PM 92/96.
- This survey will use existing survey control points from the recently completed Topographic Survey dated January 7, 2020.
- Calculations and drafting to prepare and file a Record of Survey Map with the Napa County Recorder.
- This survey will connect to Record of Survey 26 RS 10/11, which maps the City's property line above the dam. Upon completion of this survey, the full length of the southerly boundary of the City lands common to Spring Mountain Vineyards/Good Wine Company, will be a surveyed boundary, with maps of record.
- Deliverables include a draft copy of the Record of Survey Map prior to submittal to the County Surveyor and the filed map, when it is available from the Napa County Recorder.

II. Other Miscellaneous Surveying Tasks:

- Flag the property line along the south bank of York Creek from the dam upstream to a point approximately 500' above the high water line of the reservoir.
- Survey the western (upstream) limit of the lands of the City of St. Helena. This will be a flag line with supplemental wood stakes set across the York Creek channel.
- Collect ground elevations at random points on the top of the sediment deposits in the York Creek Reservoir. This will include the location of the vertical drop inlet. The survey will tie to the existing control point on the dam for elevation datum conversion. This point data will be imported into the current LIDAR map, but the LIDAR surface will not be edited.
- Deliver a map, with data table, on 11"x17" format listing the existing survey control points at and below the dam along Spring Mountain Road. This will include all points set to date and additional points set for the survey work described herein.

Estimated Cost of the Record of Survey and Miscellaneous Tasks: \$42,000.00

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First Amendment to Professional Services Agreement STH Contract: 2020-050
Consultant: Terra Firma Surveys, Inc.

The Record of Survey will be completed first, with the other work to follow. The survey would be scheduled as follows:

- Commence field survey two weeks after authorization to proceed.
- Complete field survey and deliver draft Record of Survey Map six weeks after authorization to proceed.
- The filed Record of Survey Map will be available from the County Recorder approximately four months after authorization, and sent to you at that time.

Exhibit B

"Compensation"

Prevailing Wage Projects: City of St. Helena:
(per Labor Code Sections 1720 and 1770):

\$300. / hr.	Two-man Field Crew (conventional or robotic) and GPS field surveying
\$150. / hr.	Research, drafting, calculations and one-man field recon.
\$170. / hr.	Professional Land Surveyor

STH CONTRACT: FY 2020-050

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on 11/21, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Terra Firma Surveys, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Land Surveying Services for the Upper York Creek Dam Removal.

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 \$24,800.00, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies,

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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) (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,

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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 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

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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:

Chris Cole, Principal
Terra Firma Surveys, Inc.
P.O. Box 533
St. Helena, California 94574

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

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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:

By: Christopher K. Cole
 Name: Christopher K. Cole
 Title: President, Terra Firma Surveys, Inc.

City:

By: Mark T. Prestwich
 Name: Mark T. Prestwich
 Title: City Manager

Approved As to Form:

By: Kara K. Ueda
 Name: Kara K. Ueda
 Title: City Attorney

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Consultant:

By: Christopher K. Cole
 Name: Christopher K. Cole
 Title: President, Terra Firma Surveys, Inc.

City:

By: Mark T. Prestwich
 Name: Mark T. Prestwich
 Title: City Manager

Approved as to Form:

By: _____
 Name: Kara K. Ueda
 Title: City Attorney

EXHIBIT A “Scope of Services”

The following scope of work includes the Spring Mountain Road control survey together with supplemental boundary ties, calculations, research and terrestrial topographic surveying.

The Consultant will deliver three items:

1. A map with property lines that can be used for discussions regarding the ownership within the project area above and below the dam.
2. Survey control points that can be used by the 2020 contract surveyor for all the surveying in the restoration area at and below the dam.
3. A new topographic map with supplemental terrestrial derived break lines that can be used to create a ‘new’ base map for the project area.

Scope of Services

- Survey Control Network: Terrestrial field survey and calculations to provide a survey control network to be used for the duration of the restoration project surveys, both at the dam and below the dam through the full reach that includes the sediment traps.
- Survey Datum: NAD83: Precise GPS observations as necessary to establish the datum of this survey: NAD83 and NAVD88 – GIS compatible.
- Property Lines below the Dam: Supplemental research, field surveying and calculations to provide the location of Spring Mountain Road, the County road right of way lines and the Spring Mountain Vineyard property line from the dam (Sta. 9+00+/-) to below the lowest sentiment trap (Sta. 39+00+/-). This area is along Spring Mountain Vineyard APN 022-180-015.
- Property Lines above Dam: Supplemental research and field surveying to provide the same information above the dam, to the upstream extent of the sediment deposits. The Consultant will also determine the upstream extent and approximate location of the lands of Spring Mountain Vineyard APN 022-180-053 and the lands of the City of St. Helena above the dam. It is understood that the project may be modified to terminate at the upstream edge of the dam sediments (high water line).
- Topographic Base Map: Supplemental field surveying and drafting to locate dramatic and critical break lines along the north bank of York Creek, between the channel and the County road. This data will be edited into either the existing City file or the Napa County LIDAR data file, as best determined by the City’s review of the options.
- Historic Title Search: Research related to the ownership of the York Creek channel, including the 1938 Notice of Lis Pendens and filed Judgment to the Town of St. Helena, filed in the Superior Court of the State of California.
- Meetings: Three hours of meeting time, as suggested. It is expected that this survey will result in edits to the Construction Agreement with Spring Mountain Vineyard.

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- Deliverables: AutoCAD files and pdf files of all maps, including point data. Document copies and record maps, as needed.

For the topographic base map, the extent of the terrestrial surveying will be within the limits of the project budget. The Consultant will do as much field surveying as possible to have the most accurate map. The Consultant will work directly with the City to best determine the source data for the map. The data may utilize the City provided map (with unknown layering) or the Napa County GIS data, which provides a LIDAR sourced five-foot contour interval.

The delivered map will demonstrate that the property boundaries are sufficiently removed from the actual work areas so as to clearly define the ownership in all areas of concern.

The work scope does not include a re-drafted plan set with the City's existing design data, setting or flagging property lines or tasks described in the City's original request for proposals, such as sediment trap surveys, cross sections or the thalweg survey. The Consultant is also not providing any exhibits or legal descriptions to be included in the revised Construction Agreement with Spring Mountain Vineyards.

Compensation

The City will only be charged for time and materials actually spent on the scope of work for a total not to exceed amount of \$24,800. Any additional services beyond the above scope of work will be presented to the City for approval in advance and charged at the hourly rates described in Exhibit "B" once authorized in writing.

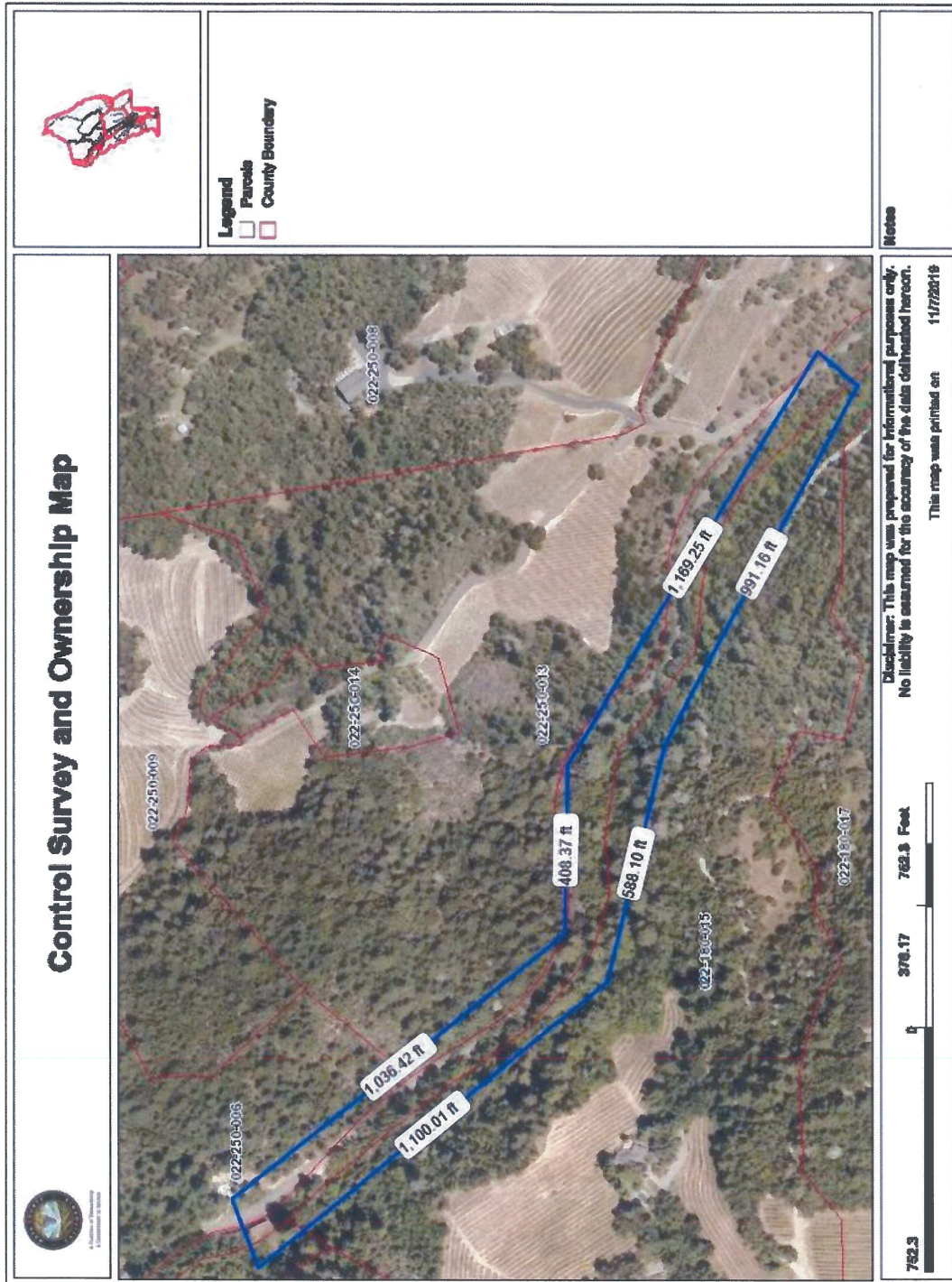


EXHIBIT B
“COMPENSATION”

Prevailing Wage Projects: City of St. Helena:
(per Labor Code Sections 1720 and 1770):

\$300. / hr. Two-man Field Crew (conventional or robotic) and GPS field surveying

\$150. / hr. Research, drafting, calculations and one-man field recon.

\$170. / hr. Professional Land Surveyor



Report to the City Council
Regular City Council - 25 Feb 2020 - AMENDED 2-21-20

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution: 1) approving Amendment No. 1 to the Updated Employment Agreement STH Contract: 2019-092 entered into as of May 28, 2019, between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 16 to 30 hours per week and adjusting work days to a three 10-hour day shift structure effective February 26, 2020; 2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 14 hours per week increases the annualized base salary to \$132,600; 3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate to be \$91.50; 4) increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; 5) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and 6) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector, Kathy Robinson, Human Resources & IT Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On February 11, 2020, the City Council reviewed Fire Department operations and supported the Fire Chief and City Manager's recommendation for increasing operational staffing capacity by modifying one 10-hour part-time firefighter shift to year around. The City Council also supported increasing the Fire Chief's weekly paid hours of work from 16 to 30 hours. The change will match the shift structure for the current full-time firefighters allowing the Chief to cover a shift if needed. The additional hours will provide essential oversight and improved communication for the 25 permanent part-time firefighters, two full-time positions, and one full-time fire inspector/administrative assistant.

Whenever there is a change in compensation, the California Public Employees Retirement System guidelines describe how positions (new or current) are reported on a publicly available salary schedule. As a public employer, the City must abide by the Government Code when establishing and reporting compensation for its employees. The California Code of Regulations (CCR) Title 2, Section 570.5 provides that each publicly available pay schedule meet the following requirements: that the pay schedule must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; identifies the position title for every employee position; shows the pay rate for each identified position; indicates the time base for the pay rate; is posted at the office of the employer or immediately accessible and available for public review; indicates the effective date and date of any revisions; is retained by the employer and available for public inspections for not less than five years; and does not reference another document in lieu of disclosing the pay rate.

DISCUSSION

The change in hours requires an amendment to the Fire Chief employment agreement. Specific amendments to are as follows (amendment language in ***bold and italicized***):

Section 5. Compensation and Benefits

(a) Salary. City agrees to pay Chief for his services pursuant to the City's publicly available salary schedule for the Fire Chief. Chief's current annual salary is ~~\$66,030~~ ***\$132,600***. Chief's salary shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholding's. ~~Chief's salary may be adjusted from time to time at the sole discretion of the City Manager.~~ 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. In addition, ~~Chief will receive compensation in the form of bonus pay for services rendered as a team leader or while on overhead assignment outside of the City of St. Helena jurisdiction and be billed to the State of California or the Department of Emergency Services at the hourly rate of \$79.36 while in the course of his employment and away from his official duty station and assigned to an emergency incident, in support of an emergency incident, or~~

pre-positioned for emergency response the Fire Chief's local government fire and emergency base hourly rate is established to be \$85.00 and the Average Actual Rate to be \$91.50.

(c) CalPERS. Employee shall continue to be included in the City's Safety Plan with the California Public Employees' Retirement System (CalPERS) as a Classic Member and continued to be enrolled in the ~~3% @ 50~~ **1/2 @ 55**, highest year average compensation plan. Employee shall contribute ~~8%~~ **of 10.1%** the "employee contribution" **of 10.1%** established by CalPERS. 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.

(g) Vacation. Chief shall receive prorated accruals based on original date of hire as Fire Chief which was February 1, 2010. Chief ~~works~~ shall be entitled to accumulate ~~2/5th~~ **3/4** of that which a regular full-time employee accumulates in accordance to the following full-time vacation entitlement schedule:

Years of Continuous Service	Full-time Employee Vacation Days Earned Per Year	Fire Chief prorated (3/4) Vacation Days Earned Per Year
Year 1 - 5	10	4 7.50
Year 6	15	6 11.25
Year 7	16	6.4 12.00
Year 8	17	6.8 12.75
Year 9	18	7.2 13.50
Year 10	19	7.6 14.25
Years 11 - 24	20	8 15.00
Year 25	21	8.4 15.75
Year 30	22	8.8 16.50
Year 35	23	9.2 17.25
Year 40	24	9.6 18.00

(h) Floating Holidays and Executive Leave. Chief shall receive prorated ~~(2/5th)~~ **(3/4)** accruals that department heads receive for floating holidays and executive leave as follows. Chief shall receive ~~two (2)~~ **three and three-quarters (3.75)** floating holidays awarded January 1st of each full year of employment. Chief shall receive ~~two (2)~~ **three and three-quarters (3.75)** days of executive leave awarded January 1st of each full year and shall receive another ~~two (2)~~ **three and three-quarters (3.75)** days executive leave awarded July 1st of each full year. All floating holidays and executive leave must be used in the year accrued or the time shall be forfeited.

(i) Regular Holidays. Chief shall receive an equivalent prorated **(3/4)** share of 12 paid holidays that full-time employees are entitled to as defined by the Unrepresented Compensation Program for department heads and mid-managers.

(k) Uniform Allowance. The Chief shall receive an annual uniform allowance in the amount of \$750.00. ***The Uniform Allowance will be*** paid twice a year: in December and June, ***in equal amounts.***

(n) Hours of Work. 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. These hours shall include, at a minimum, work at the City offices at least ~~two full days~~ ***three 10-hour days*** per week as determined by the City Manager, and attendance at weekly Department Head meetings. In addition, Chief shall respond to calls and provide other services for the hours necessary to fulfill the duties of the Chief position.

Please note:

1. Section (c) CalPERS includes an administrative correction to the updated contract that had reflected an incorrect CalPERS retirement formula as well as a statement that reflected that the Fire Chief shall contribute to the "employee contribution" which had not been agreed upon between the Fire Chief and the City. The Fire Chief and City Manager have negotiated an employee contribution of 8% that is the equivalent percentage that all department heads and mid-managers are contributing, which is all of their "employee contribution" of 7% and 1% of the "employer contribution".

2. Section (k) Uniform Allowance includes clarifying language consistent with other Safety units.

FISCAL IMPACT

The annual fiscal impact is an increase of \$81,681 to Salaries and Benefits for the Fire Department. This amount will be included in subsequent budget preparations.

The fiscal impact for the remainder of FY 2019-20 is approximately \$27,730 with an effective date of February 26, 2020. A budget increase of \$27,730 to Fire Department Salary and Benefits is necessary and use of General Fund Reserves of the same.

RECOMMENDED ACTION

City staff recommends approval of a resolution: 1) approving Amendment No. 1 to the Updated Employment Agreement STH Contract: 2019-092 entered into as of May 28, 2019, between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 16 to 30 hours per week and adjusting work days to three 10-hour shift structure effective February 26, 2020; 2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 14 hours per week increases the annualized base salary increase to \$132,600; 3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate to be \$91.50; 4) increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; 5) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include

the new annualized salary for the Fire Chief; and 6) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

ATTACHMENTS

[RESO Amendment 1 Fire Chief Updated Employment Agreement v2](#)

[Amendment No. 1 to John Sorensen Updated Employment Contract](#)

[Attachment 3. Salary Schedule.Fire Chief-2020.25.02](#)

CITY OF ST. HELENA

RESOLUTION NO. 2020-XX

Resolution approving 1) Amendment No. 1 to the Updated Employment Agreement STH Contract: 2019-092 entered into as of May 28, 2019, between the City of St. Helena and John Sorensen increasing hours of work from 16 to 30 hours per week and adjusting work days to three 10-hour shift structure effective February 26, 2020; 2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 14 hours per week increases the annualized base salary increase to \$132,600; 3) establishing the local government fire and emergency base hourly rate to be \$85.00 and the Average Actual Rate to be \$91.50; 4) increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; 5) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and 6) approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

RECITALS

- A. Fire Chief John Sorensen entered into an Employment Agreement with the City of St. Helena on February 9, 2010; and
- B. On February 23, 2016, Resolution 2016-25 approved Amendment No. 1 appointing John Sorenson for an additional three-year term expiring January 31, 2019; and
- C. On October 11, 2016, Resolution 2016-135 approved Amendment No. 2 to re-establish a specified hourly rate of \$74.51 for the Chief's overhead assignment outside of the City of St. Helena jurisdiction billed to the State of California and the Department of Emergency Services; and
- D. On May 23, 2017, Resolution 2017-60 approved Amendment No. 3 to increase the hours of work an additional day (8 hours) per week and increase annual compensation to \$62,000 effective July 1, 2017; and
- E. On June 26, 2018, Resolution 2018-82 approved Amendment No. 4 for an additional 3.0% salary adjustment in Fiscal Year 2017-18 for a total 6.5% salary adjustment effective July 1, 2018; and
- F. On May 28, 2019, Resolution 2019-61 approved an updated Employment Agreement with John Sorensen STH Contract: 2019-092, incorporating relevant amendments referenced in recitals and included fringe benefits similar to those that are offered to other full-time department heads; and

- G. The Chief is responsible for overall management, suppression and fire prevention duties of the Fire Department; and
- H. After 18 months of having transitioned the firefighters' service model to a combination of two permanent full-time firefighters and 25 permanent part-time firefighters, the City Manager and Fire Chief have determined that the needs of the City's fire operations necessitate that to effectively and efficiently manage the department, a change to the Chief's weekly schedule is warranted; and
- I. The City's Fire Marshal's 16 hour per week schedule is transitioning to an as-needed basis leaving the Fire Chief as the highest ranking official with the only authority over the fire inspector to sign off on fire prevention and code enforcement issues; and
- J. The Fire Chief and the City have agreed the Chief shall contribute 8% of the "employee contribution" towards CalPERS.

RESOLUTION

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

- 1. Approve Amendment 1 to Updated Employment Agreement STH Contract: 2019-092 dated May 28, 2019, with Fire Chief John Sorensen (Exhibit A) to Increase the Fire Chief annualized base salary to \$132,600; and
- 2. While in the course of employment and away from official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response the Fire Chief's local government fire and emergency base hourly rate is established to be \$85.00 and the Average Actual Rate to be \$91.50; and
- 3. Increasing hours of work from 16 to 30 hours per week, adjusting workdays to a three 10-hour shift structure effective February 26, 2020; and
- 4. Increasing prorated fringe benefits of vacation accruals, holiday pay, and executive leave from 2/5 to 3/4; and
- 5. Correcting the retirement formula to $\frac{1}{2}$ @ 55; and
- 6. Under agreed terms by the Fire Chief and the City, the Fire Chief shall contribute 8% of the "employee contribution" towards CalPERS; and
- 7. Duly adopting and approve publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief (Exhibit B); and
- 8. Approving a budget increase of \$27,730 to Fire Department Salary and Benefits for the increase of hours from February 26 to June 30, 2020 and use of General Fund Unassigned Reserves of the same.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

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

ATTEST:

Cindy Tzaopoulos, City Clerk

APPROVED:

Geoff Ellsworth, Mayor

Exhibit A

**Amendment No. 1 to STH Contract: 2019-092
EMPLOYMENT AGREEMENT FOR FIRE CHIEF
Between
CITY OF ST. HELENA AND JOHN SORENSEN**

As authorized by the City Council through Resolution 2020-__, approved on February 25, 2020, this Amendment No 1 is made and effective February 26, 2020 between the City of St. Helena ("City"), a municipal corporation (City) and JOHN SORENSEN ("Fire Chief," "Chief" or "Employee"), collectively "the Parties."

WITNESSETH:

WHEREAS, on February 9, 2010, Resolution 2010-6 approved an Employment Agreement appointing John Sorensen as Fire Chief.

WHEREAS, on February 23, 2016, Resolution 2016-25 approved Amendment No. 1 appointing John Sorenson for an additional three-year term expiring January 31, 2019.

WHEREAS, on October 11, 2016, Resolution 2016-135 approved Amendment No. 2 to re-establish a specified hourly rate of \$74.51 for the Chief's overhead assignment outside of the City of St. Helena jurisdiction billed to the State of California and the Department of Emergency Services.

WHEREAS, on May 23, 2017, Resolution 2017-60 approved Amendment No. 3 to increase the hours of work an additional day (8 hours) per week and increase annual compensation to \$62,000 effective July 1, 2017.

WHEREAS, on June 26, 2018, Resolution 2018-82 approved Amendment No. 4 for a 3.0% salary adjustment in Fiscal Year 2017-18 for a total 6.5% salary adjustment effective July 1, 2018.

WHEREAS, on May 28, 2019, Resolution 2019-61 approved an updated Employment Agreement with John Sorensen, incorporating relevant amendments referenced in recitals and included fringe benefits similar to those that are offered to other full-time department heads.

WHEREAS, the Chief is responsible for overall management, suppression and fire prevention duties of the Fire Department.

John Sorensen Employment Agreement
City of St. Helena
Page 1 of 4

Exhibit A

WHEREAS, after 18 months of having transitioned the firefighters' service model to a combination of two permanent full-time firefighters and 25 permanent part-time firefighters, the City Manager and Fire Chief have determined that the needs of the City's fire operations necessitate that to effectively and efficiently manage the department, a change to the Chief's weekly schedule is warranted.

WHEREAS, the City's Fire Marshal's schedule has reduced to an as-needed basis leaving the Fire Chief as the highest ranking official with the only authority over the Fire Inspector to sign off on fire prevention and code enforcement issues; and

WHEREAS, the Fire Chief and the City have agreed that the Fire Chief shall pay contribute 8% of the "employee contribution" towards CalPERS.

NOW, THEREFORE, inconsideration of the mutual premises, covenants and conditions herein contained, the Parties agree to revise to read in its entirety as follow:

5. Compensation and Benefits

(a) **Salary.** City agrees to pay Chief for services pursuant to the City's publicly available salary schedule for the Fire Chief. Chief's current annual salary is \$132,600. Chief's salary 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. Chief's salary may be adjusted from time to time at the sole discretion of the City Manager. 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. In addition, while in the course of employment and away from official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response the Fire Chief's local government fire and emergency base hourly rate is established to be \$91.50.

(c) CalPERS. Employee shall continue to be included in the City's Safety Plan with the California Public Employees' Retirement System (CalPERS) as a Classic Member and continued to enrolled in the 1/2 @ 55, highest year average compensation plan. Employee shall contribute 8% of the "employee contribution" of 10.1% established by CalPERS. The City must comply with the requirements of law and CalPERS and regulations governing the CalPERS retirement program, and makes no promises regarding any particular level of benefits that will be provided under that program.

(g) Vacation. Chief shall receive prorated accrual of 3/4 of that which a regular full-time employee accumulated in accordance to the following full-time vacation entitlement schedule:

John Sorensen Employment Agreement

City of St. Helena

Page 2 of 4

Exhibit A

Years of Continuous Service	Full-time Employee Vacation Days Earned Per Year	Fire Chief prorated (3/4) Vacation Days Earned Per Year
Year 1 - 5	10	7.50
Year 6	15	11.25
Year 7	16	12.00
Year 8	17	12.75
Year 9	18	13.50
Year 10	19	14.25
Years 11 - 24	20	15.00
Year 25	21	15.75
Year 30	22	16.50
Year 35	23	17.25
Year 40	24	18.00

(h) Floating Holidays and Executive Leave. Chief shall receive prorated (3/4) accruals that department head receive for floating holidays and executive leave as follows. Chief shall receive three and three-quarters (3.75) floating holidays awarded January 1st of each full year of employment. Chief shall receive three and three-quarters (3.75) days of executive leave awarded January 1st of each full year and shall receive another three and three-quarters (3.75) days awarded July 1st of each full year. All floating holidays and executive leave must be used in the year accrued or the time shall be forfeited.

(i) Regular Holidays. Chief shall receive an equivalent prorated (3/4) share of 12 paid holidays that full-time employees are entitled to as defined by the Unrepresented Compensation Program for department heads and mid-managers.

(n) **Hours of Work.** 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. These hours shall include, at a minimum, work at the City offices at three 10-hour days per week as determined by the City Manager, and attendance at weekly Department Head meetings. In addition, Chief shall respond to calls and provide other services for the hours necessary to fulfill the duties of the Chief position.

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

CITY OF ST. HELENA
A Municipal Corporation

John Sorensen Employment Agreement
City of St. Helena
Page 3 of 4

Exhibit A

By: _____

Mark T. Prestwich
City Manager

By:

John Sorensen
Fire Chief

Approved as to Form:

By: _____

Kara Ueda
City Attorney

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted February 25, 2020

Includes a 2% Salary Increase Effective January 1, 2020

Includes an increase to the Fire Chief's salary from 832 hours annually to 1,560 hours annually effective February 26, 2020

FY 2019-2020

Position	Timebase*	Steps				
		A	B	C	D	E
Fire Chief ⁽¹⁾	Annual					132,600
	Monthly					11,050
	Hourly					85.00
City Clerk	Annual	103,871	109,064	114,517	120,243	126,255
	Monthly	8,656	9,089	9,543	10,020	10,521
	Hourly	49.94	52.43	55.06	57.81	60.70
Library Director	Annual	124,833	131,074	137,628	144,509	151,735
	Monthly	10,403	10,923	11,469	12,042	12,645
	Hourly	60.02	63.02	66.17	69.48	72.95
Parks & Recreation Director <i>*Formerly Recreation Director</i>	Annual	126,426	132,747	139,385	146,354	153,672
	Monthly	10,535	11,062	11,615	12,196	12,806
	Hourly	60.78	63.82	67.01	70.36	73.88
Human Resources/IT Director	Annual	128,417	134,838	141,580	148,659	156,092
	Monthly	10,701	11,236	11,798	12,388	13,008
	Hourly	61.74	64.83	68.07	71.47	75.04
Finance Director	Annual	129,916	136,412	143,233	150,394	157,914
	Monthly	10,826	11,368	11,936	12,533	13,160
	Hourly	62.46	65.58	68.86	72.31	75.92
Planning & Building Director <i>*Formerly Planning & Community Services Director</i>	Annual	139,909	146,905	154,250	161,963	170,061
	Monthly	11,659	12,242	12,854	13,497	14,172
	Hourly	67.26	70.63	74.16	77.87	81.76
Police Chief	Annual	148,786	156,226	164,037	172,239	180,851
	Monthly	12,399	13,019	13,670	14,353	15,071
	Hourly	71.53	75.11	78.86	82.81	86.95
Public Works Director	Annual	151,792	159,382	167,351	175,719	184,505
	Monthly	12,649	13,282	13,946	14,643	15,375
	Hourly	72.98	76.63	80.46	84.48	88.70
City Manager ⁽¹⁾	Annual					196,526
	Monthly					16,377
	Hourly					94.48

⁽¹⁾ Positions do not have a pay range

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



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution approving a six month extension to the joint use agreement with St. Helena Unified School District for the use of Vintage Hall Board Room through June 30, 2020 for an additional cost of \$5,500 for a total cost not to exceed \$37,000

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On January 24, 2017, the City Council approved a three year joint use agreement with the St. Helena Unified School District for allowing use of Vintage Hall Board Room that expires on February 29, 2020.

DISCUSSION

The St. Helena Unified School District provided an agreement extension amendment in order to conduct a joint review of use and fees by the City and the District, and to prepare an updated agreement for St. Helena Unified School District Governing Board and City Council approval. The amendment extends the agreement through June 30, 2020.

FISCAL IMPACT

St. Helena Unified School District will charge \$5,500 which is half of the current annual fee of \$11,000.

RECOMMENDED ACTION

Adopt the resolution.

ATTACHMENTS

[2017-8 Authorizing Joint Use Agreement with St. Helena Unified School District for Use of Vintage Hall Board Room](#)

[City of St. Helena Amendment 02.05.2020](#)

[Vintage Hall Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-8

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING A JOINT USE AGREEMENT WITH THE ST. HELENA UNIFIED
SCHOOL DISTRICT FOR THE USE OF VINTAGE HALL BOARD ROOM THROUGH
FEBRUARY 2020 FOR A TOTAL COST NOT TO EXCEED \$31,500**

RECITALS

- A. On April 9, 2013, the City Council approved a three year joint use agreement with the St. Helena Unified School District for the use of Vintage Hall Board Room for an annual cost of \$10,000 expiring on October 31, 2016; and
- B. On November 29, 2016, the City Council approved an agreement amendment through February 28, 2017; and
- C. The St. Helena Unified School District Governing Board provided an agreement through February 2020 (Exhibit A). The new agreement will include a gradual increase from \$10,000 to \$10,500 in March 2018 and an additional increase to \$11,000 in March 2019.

RESOLUTION

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

- 1. The City Council authorizes the City Manager to approve the joint use agreement with the St. Helena Unified School District.

Approved at a Special Meeting of the St. Helena City Council on January 24, 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 Black, City Clerk



ST. HELENA UNIFIED SCHOOL DISTRICT

JOINT USE AGREEMENT
VINTAGE HALL BOARD ROOM

This joint Use Agreement is entered into between the St. Helena Unified School District of Napa County, California (hereinafter referred to as the District) and the City of St. Helena, a municipal corporation (herein after referred to as the City.)

RECITALS

- A. The District and the City have been cooperating in the use of facilities for many years.
- B. For the past twelve years the District has shared Vintage Hall with the City for official meetings.
- C. The City shared in the renovation of Vintage Hall and equipment for improved communication with the community.
- D. The District desires to make available the Vintage Hall Board room for both City Council and City Planning Commission meetings.

The following terms and conditions are accepted and agreed upon by the District and the City.

- 1. Term- The District hereby grants the City a three (3) year lease for use of the Vintage Hall Board room, hereinafter described, commencing March 1, 2017 and concluding on February 29, 2020.
- 2. Facility- The Vintage Hall Boardroom and the CCTV room are the facilities covered by this agreement.
- 3. Consideration- Good, valuable and adequate consideration exists in the mutual benefit by the District and the City as a result of their entering into and fulfilling agreement.
- 4. District modifications to the property- The District, at the District's sole discretion, may make any modifications, improvements or place equipment within the leased area with a seven (7) day notice to the City Manager. The improvements, modifications or placements may be for the purpose of, but not limited to the operation of public education and/or other education related activities. In no case shall the changes deprive the City's use of this facility as specified herein.
- 5. City use of property- The City shall have exclusive use of the facilities identified in section 2 every Tuesday in connection with its regularly scheduled City Council and City Planning Commission meetings. It is understood that these meetings shall take place on the first through fourth Tuesday of each month. Meetings shall commence no earlier than 5:00 p.m. and shall be concluded by 11:30pm.

ST. HELENA UNIFIED SCHOOL DISTRICT

Restrooms and emergency use of the District copy machine shall be available. Parking shall be provided on a first come, first serve basis and generally will be available unless spaces are used for District educational purposes. The City may display City items (such as the City flag, maps and mission statement) during its meetings, provided that such items are removed upon the conclusion of the meetings.

6. District use of property- The District will have exclusive use of the Vintage Hall Boardroom at all other times not stated above. The City may negotiate with the District for additional hours not included in this agreement. Agreed upon hours shall be at the usual rate charged by the District to other governmental agencies, or, if there is no such rate, the usual rate charged by the district to local non-profit organizations.
7. District responsibilities - The District agrees to provide the board room described in section 2 to include, but not limited to, acoustically appropriate wall, window and floor surfaces; a CCTV room equipped for broadcasting teleconferencing equipment (including an access service line from/to City Hall), sound system and equipment, ceiling mounted computerized projection system; furniture to include dias, tables and chairs, storage access for Council and Commission supplies, custodial services, and normal use utility costs.
8. Rent-The City shall pay to the District a sum of \$10,000 due on March 1, 2017 for the first year. \$10,500 shall be due on March 1, 2018 for the second year. \$11,000 shall be due on March 1, 2019 for the third year of the term. If the City terminates the lease during the term, the City shall be reimbursed a prorated share of the balance. The City shall provide the district with a 30 day notice for termination.
9. During the term of this agreement the City will be using a dedicated internet line provided by the school district; the cost of which is included in the rental amount.
10. Equipment and Improvements- The District shall own all broadcasting and technical equipment necessary to conduct and broadcast formal meetings. The City shall have the right to operate this equipment. The District will be responsible for preventative and normal maintenance of the equipment. Repair and replacement costs for equipment shall be borne by the parties in proportion to their use of the equipment, except that if one party damages the equipment through its own negligence, that responsible party shall bear the entire cost of repair or replacement. All equipment, maintenance, repair and purchase will be through District contract and the equipment will remain the property of the District. The City will be bill once the repair/purchase is complete and will include all copies of invoices for repair/purchase

ST. HELENA UNIFIED SCHOOL DISTRICT

11. Joint Review- The District and the City shall meet annually, prior to January 1 of each year, to review the joint-use of the Vintage Hall Board room. As a result of this review, the use schedule as identified in this agreement may be revised upon mutual consent of both the District and the City. Such changes, when made, shall become part of this agreement.
12. Improvements- The City shall make no improvements until plans and specifications for such improvements are reviewed, approved and signed by both parties. Any such improvement made to the property described herein shall remain the property of the district.
13. Quiet Possession- The City, subject to performing the covenants and agreements herein, shall during the terms of the agreements, peacefully and quietly have, hold and enjoy the property listed in section two (2) of this agreement.
14. Security- As agreed herein, the District shall provide an electronic security system for Vintage Hall, which will be operated by District staff until completion of the meetings. Should a meeting extend beyond 10:30p.m., the City will be billed for custodial overtime if incurred by the district.
15. Assignment- The City shall not assign this agreement or any interest herein without prior written consent of the District. Any such assignment without such consent shall be voided.
16. Compliance With Law- At its sole cost and expense the City shall comply, and shall secure compliance by persons within its control and authority, with all requirements of State and Federal authorities now in force, or which may herein after be in force, pertaining to the premises or the operations conducted thereon, and shall faithfully observe and secure observances of all State and Federal statutes now in force, or which may herein after be in force, in the use of the premises by persons within its control and authority.
17. Assigns - Time is of the essence of each and all of the terms and provisions of this agreement, and this agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the agreement shall extend to and bind any successor(s) of the parties.
18. Waiver- The waiver by either party of any breach of any term, covenant, or conditions herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this agreement.

ST. HELENA UNIFIED SCHOOL DISTRICT

19. Administration Of Agreement: Notices- Control and administration of this agreement is under the jurisdiction of the Superintendent as to District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage paid, and addressed to attentions: Superintendent, St. Helena Unified School District, 465 Main Street, St. Helena, CA 94574, or may be personally served upon District or any person hereafter authorized by district to receive such notice. Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by depositing in the United States mail, postage prepaid, a certified letter addresses to the City Manager, City of St. Helena, 1480 Main Street, St. Helena, CA 94574, or may be personally served upon City or any person hereafter authorized by City to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal served upon personal services, or 48 hours after mailing in the manner required herein.
20. Remedies- In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure such default within sixty (60) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within sixty (60) days after the service of written notice upon the default it the defaulting party immediately commences to cure such fault and diligently pursues such cure to completion.
21. Hold Harmless- District shall indemnify, hold harmless, and defend City, its officers, agents and employees from and against all claims. Damages, losses and expenses, including reasonable costs and attorney's fees, arising out of or resulting from District's sole negligence in the performance of this agreement. City shall indemnify, hold harmless, and defend District, its officers. Agents and employees from and against all claims. Damages. Losses and expenses, including reasonable costs and attorney's fees, arising out of or resulting from City's sole negligence in the performance of this agreement.
22. Insurance- City, at its own cost, shall maintain public liability and property damage insurance with liability limits of not less than one million dollars (\$1,000,000.) per person and three million dollars (\$3,000,000.) per occurrence insuring against all

ST. HELENA UNIFIED SCHOOL DISTRICT

liability of for City, its offices, agents and employees. City shall provide a certificate of insurance to District naming District as additional insured.

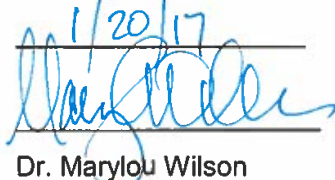
23. Legal Proceedings- The parties agree that the law of the State of California shall be used in interpreting this agreement and will govern all disputed under the agreement and will determine all rights hereunder.
24. Verbal Agreements- This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are folly set forth herein. This agreement cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.
25. Severance- If any part of the agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force effect.
26. Amendment or Renewal- This agreement may be amended or renewed in writing by mutual consent of District and City as permitted by law.
27. Nondiscrimination- District, City and all other who from time to time may use the property described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on a account of race, color, sex, creed or national origin including, but not limited to, the providing of goods, services, facilities, advantages and the holding and obtaining of employment.
28. Loss of Use of Premises- If City is unable to use the facility for any reason beyond the parties' control including damage to the facility by fire, or other casualty, the District will provide and alternate facility of equal capacity or, should the loss of use continue for six months or longer, the City may, at its election, terminate the agreement.
29. Termination - The City at its discretion may terminate this agreement at any time with 30 days notice.

IN WITNESS WHEREOF, the agreement is executed by the St. Helena Unified School District acting by and through its Superintendent pursuant to resolution of its board of Education authorizing such execution, and by the City of St. Helena acting by and through its City Manager.

ST. HELENA UNIFIED SCHOOL DISTRICT

ST. HELENA UNIFIED SCHOOL DISTRICT
OF NAPA COUNTY, CALIFORNIA

Date: 1/20/17

By: 
Dr. Marylou Wilson
Superintendent

CITY OF ST. HELENA
A MUNICIPAL CORPORATION

Date: 1/24/17

By: 
Larry Pennell, Interim
City Manager

St. Helena Unified School District

JOINT USE AGREEMENT AMENDMENT FORM

Agency Name: **City of St. Helena**Agreement: **Use of Vintage Hall Board Room**Original Agreement Date: **March 1, 2017 – February 29, 2020**Purchase Order Number: **N/A – revenue to the district** Current Purchase Order Amount: **N/A**Account Code: **01-0000-0000-0000-8650-000****TO BE COMPLETED BY REQUESTOR**X Extension of current terms (description): Extend the current agreement through June 30, 2020 to allow both parties additional time for review/discussion.X Change in cost (description): \$5,500 is due on March 1, 2020 representing half of the cost of a total annual rental amount of \$11,000 (same amount established for the 2019 contract year). If any cost increases are negotiated in a renewed agreement to include the remainder of the 2020 contract year, they will be applied to the second payment for the 2020 contract year.N/A Other contract amendments (description):

Requestor's Signature

Date

2/5/19**TO BE COMPLETED BY THE AGENCY:**

Agree to terms of amendment

Agency Representative Signature _____ Date _____

TO BE COMPLETED BY DISTRICT

Agree to the terms of amendment

CBO Signature

Date

2/5/2020

Board Approval Date: February 13, 2020

CITY OF ST. HELENA

RESOLUTION NO. 2020-

A Resolution of the City Council of the City of St. Helena Authorizing a Joint Use Agreement Extension Amendment with the ST. Helena Unified School District for the Use of Vintage Hall Boardroom through June 2020 for an additional cost of \$5,500 for a total cost not to exceed \$37,000

RECITALS

- A. On January 24, 2017, the City Council approved a three year joint use agreement with the St. Helena Unified School District for the use of Vintage Hall Board Room expiring on February 29, 2020; and
- B. The St. Helena Unified School District provided an agreement extension amendment in order to conduct a joint review of use and fees by the City and the District, and to prepare an updated agreement for St. Helena Unified School District Governing Board and City Council approval. The amendment extends the agreement through June 30, 2020.

RESOLUTION

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

- 1. The City Council authorizes the City Manager to approve the joint use agreement amendment with the St. Helena Unified School District.

Approved at a regular meeting of the St. Helena City Council on February 25, 2020 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: *NEW ITEM 2-21-20
Renewal of California Beverage Container Recycling Program with Napa County

CEQA Not a CEQA project
Determination:

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 Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the beverage container recycling and litter cleanup activities. The City of St. Helena currently receives services from the Napa County to obtain assistance for recycling through the Beverage Container Recycling City/County Payment Program. Napa County is the lead for the program; the Town of Yountville and City of Calistoga are also participating agencies in the program. The current Letter of Authorization expires on June 30, 2020, and the City must have an active letter of authorization throughout the entire term (April 2020 - March 1, 2022) to be included in the grant application. The deadline to submit the Beverage Container Recycling City/County Payment Program application is March 2, 2020.

DISCUSSION

To continue to participate in the regional program and receive these support services the City must write a letter authorizing Napa County to submit a regional application and act as a lead agency on behalf of the City of St. Helena. In accordance with the municipal code and Grant Application and Management policy City Council support is required in order to authorize the City Manager to sign the attached draft letter of authorization (attachment 2), which would allow the City to receive support services as related to recycling assistance.

The City utilizes this program for community outreach and educational materials such as stickers that are placed on City and public recycle bins, and recycle bins/containers for public facilities and businesses. There are different rules on expenditures with this program, and below is a list of the possible projects the City could use the program for:

- New or existing curbside recycling programs.
- Neighborhood drop-off recycling programs.
- Public education promoting beverage container recycling.
- Litter prevention and cleanup where the waste stream includes beverage containers that will be recycled.
- Cooperative regional efforts among two or more cities or counties, or both.
- Other beverage container recycling programs.
- Supporting AB 341 Mandatory Commercial Recycling requirements.
 - Infrastructure for businesses to recycle beverage containers.
 - Support for new or existing beverage container recycling programs for multi-family residential dwellings.
 - Public education and outreach that includes a beverage container-recycling component.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to sign the Letter of Authorization for the California Beverage Container Recycling Program with Napa County.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Letter of Authorization](#)

[Attachment 3: County of Napa Resolution 2016-65](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

**Resolution authorizing the City Manager to sign the
Letter of Authorization for the California Beverage
Container Recycling Program with Napa County.**

RECITALS

- A. The City of St. Helena currently receives services from the County of Napa to obtain assistance for recycling through Beverage Container Recycling City/County Payment Program; and
- B. The current Letter of Authorization expires on June 30, 2020, and the City must have an active letter of authorization throughout the entire term (April 2020 - March 1, 2022) to be included in the grant application. The deadline to submit the Beverage Container Recycling City/County Payment Program application is March 2, 2020; and
- C. To continue to participate in the regional program and receive these support services the City must write a letter authorizing Napa County to submit a regional application and act as a lead agency on behalf of the City of St. Helena; and
- D. In accordance with City of St. Helena Municipal Code and Grant Application and Management policy, City Council support is required in order to authorize the City Manager to sign the letter of authorization; and

RESOLUTION

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

1. Authorizing the City Manager to sign the Letter of Authorization for the California Beverage Container Recycling Program with Napa County.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



City of St. Helena

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

1572 Railroad Avenue
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.cityofsthelena.org

February 25, 2020

State of California
Department of Resources Recycling and Recovery
Beverage Container Recycling City/County Payment Program
1001 I Street
Sacramento, CA 95814

RE: Letter of Authorization

I am the City Manager of the City of St. Helena. I am authorized to contractually bind City of St. Helena. Pursuant to this authority, I hereby authorize the County of Napa to submit a regional application and act as Lead Agency on behalf of the City of St. Helena. The County of Napa is hereby authorized to execute all documents necessary to implement the project under the Beverage Container Recycling City/County Payment Program.

This authorization is effective until rescinded by the City Council.

Sincerely,

Mark Prestwich
City Manager
City of St. Helena
1572 Railroad Ave., St. Helena, CA 94574
707-968-2744

City of St. Helena • 1572 Railroad Ave., St. Helena, CA 94574
Phone: (707) 967-2792 • Fax: (707) 963-7748 • Website: www.cityofsthelena.org

RESOLUTION NO. 2016-65

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF A REGIONAL BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM APPLICATION AS THE REGIONAL LEAD AGENCY, RELATED AUTHORIZATIONS AND IDENTIFICATION OF REGIONAL PARTICIPANTS

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the State Department of Resources Recycling and Recovery (CalRecycle) has established the Beverage Container Recycling Payment Program to make payments to qualifying jurisdictions for implementation of their beverage container recycling programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Beverage Container Recycling Payment Program; and

WHEREAS, the Beverage Container Recycling Payment Program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering the Beverage Container Recycling Payment Program require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the Beverage Container Recycling Payment Program; and

WHEREAS, CalRecycle has reviewed and approved a draft of this Resolution in form and substance and has approved the role of the Upper Valley Waste Management Agency ("UVA") in administration of program funds, as described below,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County, effective as of May 24, 2016, as follows:

1. Napa County is authorized to submit a Beverage Container Recycling Payment Program ("Program") regional application on behalf of itself as Lead Agency and the following designated participating incorporated cities and town:

- City of Calistoga
- City of St. Helena
- Town of Yountville

2. The Director of Public Works, or designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the Program.

3. The Signature Authority is hereby authorized to revise the list of participating jurisdictions as necessary with each yearly application.



City of St. Helena

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

1572 Railroad Avenue
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.cityofstheleena.org

February 25, 2020

State of California
Department of Resources Recycling and Recovery
Beverage Container Recycling City/County Payment Program
1001 I Street
Sacramento, CA 95814

RE: Letter of Authorization

I am the City Manager of the City of St. Helena. I am authorized to contractually bind City of St. Helena. Pursuant to this authority, I hereby authorize the County of Napa to submit a regional application and act as Lead Agency on behalf of the City of St. Helena. The County of Napa is hereby authorized to execute all documents necessary to implement the project under the Beverage Container Recycling City/County Payment Program.

This authorization is effective until rescinded by the City Council.

Sincerely,

Mark Prestwich
City Manager
City of St. Helena
1572 Railroad Ave., St. Helena, CA 94574
707-968-2744



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Adoption of a Resolution Sustaining the Decision of the Planning Commission Denying a Demolition Permit and Design Review Filed by Jenny and Nick Vitro for the Property Located at 1443 Stockton Street

**CEQA Exempt
Determination:**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The application was first considered by the Planning Commission at its meeting of June 18, 2019. During the public hearing, nearby residents and Planning Commissioners expressed concerns regarding the proposed two-story building and its relationship to existing buildings in the neighborhood. The Commission continued the public hearing in order to provide the applicant the opportunity to prepare an exhibit showing the relative height of the buildings on the block and the proposed residence.

At its meeting of November 5, 2019, the Planning Commission considered the exhibits and information submitted by the property owner. After considering the information from the property owner, receiving public testimony from those desiring to be heard, and discussing the issues, the Planning Commission voted to deny the application and directed Staff to prepare a resolution with findings memorializing the Commission's decision. Copies of the Staff Reports and Resolution are attached.

The following has been excerpted from the Planning Commission Resolution establishing the grounds for denial:

"3. The Planning Commission has considered the criteria identified in St. Helena Municipal Code ("SHMC") Sections 17.164.020 and 17.164.030 required to support approval of a Design Review Permit and hereby finds that:

A. The proposed design is not compatible with the immediate environment of the site.

4. Furthermore, the Planning Commission finds that the proponent failed to take reasonable account of the items discussed in SHMC Sections 17.164.010 through 17.174.030 is justification for disapproving the proposal based on its design.

DISCUSSION

On January 28, 2020 the City Council reviewed an appeal by Jenny and Nick Vitro regarding the Planning Commission's denial of a Demolition Permit and Design Review at a noticed public hearing. After reviewing all testimony and presentations, the Council voted to sustain the decision of the Planning Commission denying a Demolition Permit and Design Review. This decision was based upon the determination that the mass and scale of the proposed single family home is atypical for the surrounding residences and a smaller residence would be more compatible with the immediate environment.

FISCAL IMPACT

None

RECOMMENDED ACTION

The Planning and Building Department recommends that the City Council consider the staff report, and all written and spoken evidence, and:

1. Take action on the resolution with findings memorializing the Council's decision to sustain the decision of the Planning Commission denying a Demolition Permit and Design Review for a single family house at 1443 Stockton Street, prepared as directed by the City Council on January 28, 2020.

ATTACHMENTS

[CC reso 1443 Stockton](#)

[Appeal Letter](#)

[November 5, 2019 appeal statement, staff report , attachments and comment letters](#)

CITY OF ST. HELENA CITY COUNCIL

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA SUSTAINING
THE DECISION OF THE PLANNING COMMISSION DENYING A DEMOLITION PERMIT
AND DESIGN REVIEW (File No. PL19-001) FILED BY JENNY AND NICK VITRO FOR
THE PROPERTY LOCATED AT 1443 STOCKTON STREET (APN: 009-305-020) IN THE
CITY OF ST. HELENA, CALIFORNIA**

RECITALS

The City Council makes the following findings with respect to the administrative appeal by Jenny and Nick Vitro (the "Appellant") with respect to the Demolition Permit and Design Review applications:

- A. On January 4, 2019, the Appellant submitted an application for Design Review and a Demolition Permit to demolish an existing one-story 1,140 square foot single family residence and to construct a new two-story single family residence and an attached one-car garage at 1443 Stockton Street in the Medium Density Zoning District;
- B. A public notice was published in the Napa Valley Register on May 23, 2019, and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law;
- C. This application was originally scheduled for the June 4, 2019 meeting of the Planning Commission where the public hearing was opened and closed without comment and the item was continued to a date certain (June 18, 2019) at the applicant's request;
- D. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on June 18, 2019;
- E. The Planning Commission expressed certain concerns and after discussion, provided the applicant with specific direction and continued the hearing to an undetermined future date;
- F. A public notice was published in the Napa Valley Register on October 25, 2019, and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law;
- G. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on November 5, 2019;
- H. The Planning Commission, after reviewing project materials, and considering written evidence and the testimony submitted at the June 18, 2019 and November 5, 2019 meetings, voted to deny (4-1) the applications in their entirety and without prejudice, and directed staff to prepare a resolution with findings memorializing the Planning Commission's decision;

- I. On November 19, 2019, the Planning Commission adopted Resolution No. PC2019-034, by a 4-1 vote, with Commissioner Hale voting no, to deny the requested Demolition Permit and Design Review for 1443 Stockton Street without prejudice based on the finding that the proposed design is not compatible with the immediate environment of the site;
- J. On December 3, 2019, the Appellant submitted an appeal application for the Planning Commission's denial of a Design Review and a Demolition Permit to demolish an existing one-story 1,140 square foot single family residence and construct a new two-story single family residence and an attached one-car garage at 1443 Stockton Street in the Medium Density Zoning District; and
- K. A public notice was published in the Napa Valley Register on January 16, 2020, and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law;
- L. The City Council held a duly noticed public hearing on January 28, 2020, at which time all interested parties could and did provide written or oral testimony to the City Council. The City Council, after reviewing project materials, and considering written evidence and the testimony submitted at the June 18, 2019, November 5, 2019 and January 28, 2020 meetings, voted to sustain the Planning Commission's decision to deny the applications in their entirety and without prejudice, and directed staff to prepare a resolution denying the appeal.

RESOLUTION

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

- 1. The City Council relied upon and hereby incorporates by reference all of the documents to which this Resolution refers, and the associated staff report(s), City files for this matter, correspondence, presentations and other materials, including statements made in the review and deliberation on the project. The City Council further hereby incorporates by reference the recitals set forth above.
- 2. Pursuant to Section 15270 of the CEQA Guidelines, CEQA does not apply to a project that a public agency rejects or disapproves.
- 3. The City Council conducted a de novo hearing and has considered the criteria identified in St. Helena Municipal Code ("SHMC") Sections 17.164.020 and 17.164.030 required to support approval of a Design Review Permit. Section 17.164.030(A) provides that the Planning Commission must consider various factors in reviewing applications. One such factor is whether the design is compatible with the immediate environment of the site. The City Council reviewed the proposed design and determined that the mass and scale of the proposed project is atypical for the surrounding residences. The proposed project is larger than other single-family residences in the immediate environment and that a smaller residence would be more compatible with the immediate environment. As such, the City Council finds that the proposed design as evidenced by the scale of the structure, is not compatible with the immediate environment of the site.
- 4. Furthermore, the City Council finds that the Appellant failed to take reasonable account of the items discussed in SHMC Sections 17.164.010 through 17.164.030 concerning design

review, which is justification for the Planning Commission's disapproval of the appeal and the proposal based on its design.

5. To the extent not expressly stated above, the City Council hereby incorporates herein, and adopts herein as its findings, the statements and comments for denial made by the members of the City Council during the public hearing and deliberations on the project.

The decision of the Planning Commission is hereby sustained, and the appeal is denied without prejudice at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

AYES:
NOES:
ABSENT:
RECUSED:

APPROVED:

ATTEST:

Geoff Ellsworth
Mayor, City Council

Cindy Tzaopoulos
City Clerk

City of St Helena, City Hall
Received

JAN 04 2019

1480 Main St.
St Helena, CA 94574

Vitro Residence
1443 Stockton Street, St. Helena
Written Statement for Design Review and Demolition Approval Application

Owners Jenny and Nick Vitro are proposing to tear down the existing residence at 1443 Stockton Street in order to build a larger home with a more functional design and floor plan. The project consists of demolishing an existing one-story, two-bedroom residence with attached one-car garage. The existing structure consists of 1046 square feet of habitable space and approximately 200 square feet of garage. The existing residence has been reviewed by Brunzell Historical and was found not to be an Historical Resource (report attached).

The new residence will be two stories with a building height of 25 feet. The first floor will consist of a living/dining/kitchen great room, a den, half bath, mudroom, entry, closets, and an attached one-car garage. The second floor will have three bedrooms with closets, three bathrooms, a laundry room and hallway. The living area will be 1101 square feet on the first floor and 1104 square feet on the second floor, for a total living area of 2205 square feet, and garage area of 228 square feet. There will be two off-street parking spaces provided; one in the garage and one in the driveway.

The design of the new residence will be a contemporary farmhouse with a covered front porch, double hung windows and board and batten siding. The porches, dormers, and lower roofs will have a 3:12 pitch with standing seam metal roofing. The main roof will have a 7:12 pitch with dark composition shingles. The color of the house will be white with dark gray windows, and doors. (Materials board included.)



Applicant Signature

1/3/19

Date

Mayor Ellsworth and City Council Members
City of St. Helena
1480 Main St.
St. Helena, CA 94574

Re: 1443 Stockton Street, St. Helena, California

December 3, 2019

Dear Mayor Ellsworth and City Council Members:

On January 4, 2019 my husband, Nick Vitro and I filed an application for a demolition permit and design review to build a new home on our property located at 1443 Stockton Street, St. Helena, California (the “Property”). Together with our architect Terry Tracy, we have designed a home that is compliant with the City of St. Helena’s (“City”) zoning land use regulations, the St. Helena General Plan (“General Plan”) and St. Helena’s Design Review Guidelines stated in Chapter 17.164 of the St. Helena Municipal Code.

On November 19, 2019 the Planning Commission passed a resolution denying our demolition permit and design review application. We are seeking a reversal of the Planning Commission decision as we feel they were incorrect in determining that our proposed project is not compatible with the immediate environment. We would also like to assert that we absolutely did take careful consideration all of the Design Review guidelines.

This communication aims to provide you with a description of the Property, an analysis of how the project is consistent with the medium density zoning regulations, the General Plan, and the City’s Design Review Guidelines. Finally, this letter will conclude with an overview of our efforts throughout this application process and why we feel the Planning Commission’s decision should be reversed.

Project Location and Description

The Property is located on a flat residential lot of 6,500 square feet on the block of Stockton Street between Adams Street and Madrona Avenue in the Medium Density (MD) Residential Zone. The lot is 52 feet wide, and 125 feet deep.

The project consists of demolishing an existing one-story, two-bedroom residence with an attached one-car garage. The existing structure consists of 1,046 square feet of habitable space and approximately 200 square feet of garage. The existing residence was reviewed by Brunzell Historical and was found not to be a Historical Resource, and thus exempt from CEQA requirements.

The new residence will be two stories with a building height of 25 feet. The first floor will consist of a living/dining/kitchen great room, a den, half bath, mudroom, entry,

closets, and an attached one-car garage. The second floor will have three bedrooms with closets, three bathrooms, a laundry room and hallway. The living area will be 1,101 square feet on the first floor and 1,104 square feet on the second floor, for a total living area of 2,205 square feet, and garage area of 228 square feet. There will be two off-street parking spaces provided, one in the garage and one in the driveway.

The design of the new residence will be a contemporary farmhouse with a covered front porch, double hung windows and board and batten siding. The porches, dormers, and lower roofs will have a 3:12 pitch with standing seam metal roofing. The main roof will have a 7:12 pitch with dark composition shingles. The color of the house will be white with dark gray windows, and doors. A materials board was submitted to the Planning Department, as required.

The City's development standards require a 10-foot setback on either side of the fairly narrow lot, which limits the design significantly. With these restrictions, we decided to design a two-story home that achieves a desirable environment for the occupants, meets all the setback requirements, is under the maximum height restriction, and does not require a variance.

General Plan

Medium Density Residential Zoning

According to code section 17.40.020(A), remodeling or reconstruction of one single-family dwelling is a permitted use in the MD district. There is an existing single-family residence on the Property that we will demolish upon receiving approval and reconstruct a new single-family residence.

Section 17.40.060 Development Standards covers standards and requirements that shall apply in the MD residential district. Below is a table illustrating how our project is in compliance with all of the applicable Development Standards for the medium density residential zone.

Development Standard	Allowable	Proposed
Lot Coverage	45%	20.4%
Floor Area Ratio	34%	34%
Height of Principal Building	30 Feet	25 Feet
Front Setback	20 Feet	22' 10"
Side Setbacks	10 Feet	10 Feet
Rear Setback	20 Feet	40' 6"

Design Review

Municipal Code section 17.164.030 outlines the design review guidelines that the Planning Commission should consider when reviewing a single-family residential project. Below I have listed each element, and provided an analysis of how our home

complies with those guidelines. The Planning Department also provided a similar analysis in their staff report provided for the Planning Commission Meeting of June 18, 2019.

1. Consistency and compatibility with applicable elements of the General Plan. Analysis: The proposed project is a single-family residence that is replacing an existing single-family residence. This project is consistent with the Medium Density Residential zoning, and is requesting no variances to comply with the development standards. The proposed building height is 5 feet under the allowable limit, and the lot coverage is only 20.4%, where 45% is allowed. The proposed project would be appropriate in the context of the greater neighborhood and would be consistent with the intent of applicable General Plan policies pertaining to historic preservation (as noted, there are no historic preservation issues), design, compatibility, and continuity of defining features of the neighborhood.
2. Compatibility of design with the immediate environment of the site. Analysis: The surrounding environment is a medium density residential neighborhood consisting of one-story and two-story existing single-family homes of varying architectural styles and sizes, most dating to the mid to late twentieth century. While not seeking “sameness”, the project is compatible with the character of existing residences in the immediate environment. The project is a contemporary farmhouse architectural style that is common in the neighborhood, and throughout Napa Valley. The design has ample set backs from the neighbors, with appropriate proportions for the lot, as regulated by zoning requirements. The home immediately to the right of the Property has a significantly pitched roof of approximately 18-20 feet in height, making it almost as tall as the 25-foot height of the proposed two-story project. Of the surrounding homes, exterior building materials include stucco, wood siding, and wood shingles. Roof materials vary from wood shake, composite shingle, standing-seam metal, to clay tiles. The proposed design features board and batten wood siding, with a combination of standing-seam metal roofing and composite shingles. The front entry consists of a wrap-around covered porch and French-style front door that will add to the welcoming feeling of the home.
3. Relationship of the design to the site. Analysis: The proposed project maintains an appropriate relationship to the site. The site is in an established residential neighborhood and the design relates well to this function. The front entry and covered porch face the street and sidewalk, with a pedestrian-friendly design. The rear of the structure will open on-grade to the backyard for outdoor entertaining and enjoyment of the environment of the site.

4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character. Analysis: The neighboring homes consist of a variety of architectural styles, construction materials, size, scale, and age, with no unified design or historical character.

Brunzell Historical was retained to conduct a historical study of the existing home, and determined that “the property does not qualify for historic listing at any level and is not a historical resource under CEQA.” Further, “1443 Stockton Street is not significant for its architecture or engineering. It is a modest example of a Ranch-style house, thousands of which were constructed throughout California in the 1960s. It lacks architectural or design distinction.”

Architectural styles represented on the block are single-story bungalow, one and two-story wooden shingle, English-cottage with pitched roof, as well as some updated homes with a more contemporary aesthetic, including a two-story modern farmhouse design on the corner of Madrona Avenue. One somewhat unifying theme among them is the existence of a front entry porch, which our design incorporates as a main architectural element.

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses. Analysis: The home is adjacent to other single-family residential houses, so there is no difference in designated land uses in the area.

6. Compatibility with future construction both on site and off the site. Analysis: The project fits all of the required parking on site, is well below the allowable lot coverage, meets all the setbacks and is not requesting any variances that may impact any future construction on neighboring properties. It exhibits a recognizable architectural style and character that can be seen in other homes in the neighborhood.

7. Whether the architectural design of the structures and their materials and colors are appropriate to the function of the project. Analysis: The project is a single-family home, and all the design elements are focused on promoting the functionality of the single-family home with high-quality construction materials including board and batten siding, double-hung clad windows, raised-seam metal roofing, high-grade composite shingle roofing, solid-wood front porch elements, and a solid-wood roll-up garage door. The colors proposed are white and slate gray, which are consistent with the contemporary farmhouse aesthetic.

8. Whether the planning and siting of the various functions and buildings on site create an internal sense of order and provide a desirable environment for occupants, visitors, and the general community. Analysis: The project

is designed in response to the size and shape of the lot, as well as the neighborhood in general. With a relatively narrow lot and large side yard setback requirements, the two-story design creates the best use of space and most desirable environment for the occupants. The floor plan features an open layout of kitchen, living and dining areas that open to the backyard. The bedrooms are located on the second story with each featuring windows on two walls, but only transom-style windows facing the side neighbors to maximize privacy. Furthermore, the front façade of the home features a traditional, covered front porch and provides a desirable environment for 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. Analysis: The parcel is 6,500 square feet and the lot coverage is only 20.4%, therefore providing a comfortable amount of outdoor entertaining space, and well-designed landscape elements, including space for a pool.
10. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles. Analysis: The house is setback from the street so that we will be able to park two vehicles on the property without an impact to street parking, therefore providing more room on the street for cars, cyclists, and pedestrians.
11. Whether the natural features are appropriately preserved and integrated into the project. Analysis: The property is located on an existing flat, residential lot without any significant natural features.
12. 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 structures and functions. Analysis: The architectural design is contemporary farmhouse, which is compatible with the neighboring houses, and residential design employed throughout the City of St. Helena. It features a wrap-around front entry porch with wooden posts, white board and batten siding, and double-hung clad windows in a slate gray color. The neighboring homes consist of a variety of construction styles, with no consistent theme or materials. The proposed siding, colors, and roofing materials are compatible with the surrounding homes.
13. 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 concepts depicts an appropriate unity with the various buildings on the site. Analysis: The landscape designs aims to create an invitation to the outdoors from the interior of the home. The main feature of the backyard is a pool at the rear of the property. Other backyard design elements include a built-in BBQ, a fire pit area with

lounge seating, and an outdoor dining terrace with a pergola. There are plantings surrounding the entire site, including a water feature outside of the kitchen window. The front landscape design features a low fence for design aesthetic, keeps an existing orange tree and adds new olive trees by the entry.

14. 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. Analysis: The proposed landscaping is consistent with the applicable low-water landscaping ordinances and will be irrigated by a drip system. The project will be conditioned to comply with all current applicable Title 24 building standards for energy efficiency and conservation and would achieve required energy metrics.

As stated herein, this project complies with or exceeds all the design review guidelines that are set forth in the St. Helena municipal code for design review of a single-family residence.

Process

We purchased the property at 1443 Stockton Street in 2014 and have spent several years contemplating a design for a new home on the lot. We explored some single-story designs and quickly came to realize that given the City's design guidelines, we could not achieve a desirable floor plan that would leave an acceptable amount of yard without building a two-story design. We developed our current design with high priority given to an open floor plan, ample natural light in all spaces, and a generous backyard for outdoor living.

We submitted our application to the St. Helena Planning Department in January of 2019. We received one round of feedback from the Planning Department that was so minimal in nature that we did not even need to re-submit a full set of new drawings. The only notes received were from the Engineering Department related to site drainage and a request to show the utilities on the plan set. There was no pushback on any element of the building architecture, size, scale or design.

The project was given Planning Department support and was forwarded to the Planning Commission with recommendation for approval at the June 4, 2019 Planning Commission meeting. Unfortunately, the owners of some neighboring properties sent in complaints about the design of the home prior to the public hearing. The complaints were in opposition to a two-story home, not anything specific about the design or architectural style of the home. The Commission decided to continue the review to a future meeting and asked us to create a visual of the proposed home in relation to the neighboring properties, which was then provided.

During this time we also reached out to the neighbors and tried to open a dialogue, but with no success. Not a single neighbor responded to our outreach. We

regret that some of the neighbors do not wish to see change on their street, but we see no reason to believe that our new home poses a threat to the charm or character of the neighborhood, as they have tried to argue. We firmly believe the design would add to the character of the neighborhood and would improve the overall streetscape.

At the November 5, 2019 Planning Commission meeting I provided additional exhibits showing our proposed design in relation to neighboring homes, other examples of similar architectural styles in the neighborhood, and evidence of many two-story homes in the immediate and surrounding neighborhood. Despite the Planning Department's recommendation, the Planning Commission voted to reject the approval of the project, and then on November 19, 2019 the application was officially denied.

According to Section 17.164.040 Limitations of Review, "Only the proponent's failure to take reasonable account of (the criteria) shall justify the Commission's disapproving a proposal solely on the basis of design." As outlined in the section above, I believe we have shown that we have gone well beyond taking a reasonable account of the design criteria. Further, 17.164.040 (B) states, "individual initiative and experimentation are to be encouraged," proving that the purpose of design review is not to ensure homogeneousness on any given block within a neighborhood, and that "compatibility" should not be construed as uniformity.

Also, Section 17.164.040 (E) states, "The commission is not to use design review intentionally or inadvertently to prohibit or unduly restrict building types, materials or methods or to vary the specific allowances or other development controls." It is clear that the Planning Commission has yielded to a bias against two-story design. Given the varied housing stock both on our block, and within the entire MD Residential zone, we see no grounds for this project to have been denied.

Conclusion

My grandparents planted our family roots in St. Helena 50 years ago, and I have spent my entire life loving this town. Nick and I are drawn to the natural beauty of the Valley and the character and charm of St. Helena, which is precisely why we decided to buy our home here. When we started this design process we envisioned creating a home that would fit in with the charm of the neighborhood, and would enhance the character of our street, which is precisely what we feel our design achieves.

This house complies with all of the governing code sections for the Medium Density Residential zoning district. We are not requesting any variances, and have met all the setback requirements. Further, this home meets all the design review guidelines that are set forth in Section 17.164.030 and, as stated in the Planning Department staff report, "there is no component of the project that would be incompatible with the immediate environment of the site or that of the greater neighborhood."

According to the City of St. Helena Mission Statement, the City “encourages a wide range of innovative, well-designed housing available for residents of all ages and income levels.” In that spirit, we are requesting that the City Council grant our appeal and approve the project as proposed.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Moore Vitro", with a long horizontal flourish extending to the right.

Jennifer Moore Vitro

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO. PC2019-034

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
DENYING A DEMOLITION PERMIT AND DESIGN REVIEW FOR 1443 STOCKTON
STREET IN THE CITY OF ST. HELENA, CALIFORNIA (File No. PL19-001)**

PROPERTY OWNER: Jenny and Nick Vitro

APN: 009-305-020

Recitals

1. **Whereas**, On January 4, 2019, Jenny and Nick Vitro submitted an application for Design Review and a Demolition Permit to demolish an existing one-story 1,140 square foot single family residence and construct a new two-story single family residence and an attached one-car garage at 1443 Stockton Street in the Medium Density Zoning District; and
2. **Whereas**, 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; and
3. **Whereas**, this application was originally scheduled for the June 4, 2019 meeting of the Planning Commission where the public hearing was opened and closed without comment and the item was continued to a date certain (June 18, 2019) at the applicant's request; and
4. **Whereas**, The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on June 18, 2019; and
5. **Whereas**, The Planning Commission expressed certain concerns and after discussion, provided the applicant with specific direction and continued the hearing to an undetermined future date; and
6. **Whereas**, 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; and
7. **Whereas**, The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on November 5, 2019; and
8. **Whereas**, the Planning Commission, after reviewing project materials, and considering written evidence and the testimony submitted at the June 18, 2019 and November 5, 2019 meetings, voted to deny the applications in their entirety and without prejudice, and directed staff to prepare a resolution with findings memorializing the Planning Commission's decision.

1443 Stockton Avenue
Demolition Permit and Design Review Resolution of Denial
November 19, 2019

Resolution

Now, therefore be it resolved that the Planning Commission hereby denies the requested Demolition Permit and Design Review for 1443 Stockton Street without prejudice and on the basis of the following findings:

1. The Planning Commission relied upon and hereby incorporates by reference all of the documents to which this Resolution refers, and the associated staff report(s), City files for this matter, correspondence, presentations and other materials, including statements made in the review and deliberation on the project. The Planning Commission further hereby incorporates by reference the recitals set forth above.
2. Pursuant to Section 15270 of the CEQA Guidelines, CEQA does not apply to a project which a public agency rejects or disapproves.
3. The Planning Commission has considered the criteria identified in St. Helena Municipal Code ("SHMC") Sections 17.164.020 and 17.164.030 required to support approval of a Design Review Permit and hereby finds that:
 - A. The proposed design is not compatible with the immediate environment of the site.
4. Furthermore, the Planning Commission finds that the proponent failing to take reasonable account of the items discussed in SHMC Sections 17.164.010 through 17.164.030 is justification for disapproving the proposal based on its design.
5. To the extent not expressly stated above, the Planning Commission hereby incorporates herein, and adopts herein as its findings, the statements and comments for denial made by the members of the Planning Commission during the public hearing and deliberations on the project.

I HEREBY CERTIFY that the foregoing demolition permit and design review for 1443 Stockton Street were duly and regularly denied by the Planning Commission of the City of St. Helena without prejudice and at a regular meeting of said Planning Commission held on November 19, 2019, by the following roll call vote:

AYES: Commissioners Ponte, Monnette, Anderson and Hardy

NOES: Commissioner Hale

ABSENT: None

ABSTAIN: None

RECUSED: None

APPROVED:



 Lester Hardy
 Chair, Planning Commission

ATTEST:



 Aaron Hecock, AICP
 Acting Planning & Building Director



PLANNING COMMISSION REPORT
Planning Commission Meeting of November 5, 2019

AGENDA SECTION: Public Hearing

FILE NUMBER: PL19-001

SUBJECT: The applicants are requesting adoption of a resolution approving a demolition permit and design review in order to demolish an existing single-family residence and construct a new single family residence on the property located at 1443 Stockton Street in the Medium Density Residential District.

PREPARED BY: Chris Gustin, Contract Planner

REVIEWED BY: Aaron Hecock, Acting Planning & Building Director

APPROVED BY: Aaron Hecock, Acting Planning & Building Director

APPLICATION FILED: 01/04/19

ACCEPTED AS COMPLETE: 01/08/19

LOCATION OF PROPERTY: 1443 Stockton Street

APN: 009-305-020

GENERAL PLAN/ZONING: Medium Density Residential: MDR

APPLICANT: Jenny & Nick Vitro

PHONE: (650)-235-5335

BACKGROUND

This application was originally considered by the Planning Commission at its meeting of June 18, 2019. The original Staff Report for that hearing is attached.

During the public hearing, nearby residents and Planning Commissioner's expressed concerns regarding the proposed two-story building and its relationship to existing buildings in the neighborhood. The Commission continued the public hearing in order to provide the applicant the opportunity to prepare an exhibit showing the relative height of

buildings on the block and the proposed residence. The applicant has prepared the attached exhibits as requested by the Planning Commission.

PROJECT DESCRIPTION

See the attached staff report of June 18, 2019.

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission adopt a resolution finding that:

1. The project is exempt from the requirements of CEQA pursuant to CEQA Section 15303 (a); and
2. Accepting the required findings and approving the requested Demolition Permit and Design Review for a new single family residence at 1443 Stockton Street.

ATTACHMENTS

[Resolution updated](#)

[Stockton Street – 1400 Block](#)

[Parcel Map of Area](#)

[New Constr](#)

[June 18, 2019 Report](#)

[Public Comment \(1\)](#)

[Public Comment \(2\)](#)

[Public Comment \(3\)](#)

[Public Comment \(4\)](#)

[Public Comment \(5\)](#)

[Public Comment \(6\)](#)

[Supplemental Information Provided at Meeting- Kelperis](#)

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
GRANTING APPROVAL OF A DEMOLITION PERMIT AND DESIGN REVIEW
FOR THE VITRO RESIDENCE LOCATED AT 1443 STOCKTON STREET**

PROPERTY OWNERS: Jenny and Nick Vitro **APN:** 009-305-020

Recitals

1. On January 4, 2019, Jenny and Nick Vitro submitted an application for Design Review and a Demolition Permit to demolish an existing one-story 1,140 square foot single family residence and construct a new two-story single family residence and an attached one-car garage at 1443 Stockton Street in the Medium Density Zoning District; and
2. 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; and
3. This application was originally scheduled for the June 4, 2019 meeting of the Planning Commission where the public hearing was opened and closed without comment and the item was continued to a date certain (June 18, 2019) at the applicant's request ; and
4. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on June 18, 2019; and
5. The Planning Commission expressed certain concerns and after discussion, provided the applicant with specific direction and continued the hearing to an undetermined future date; and
6. 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;
7. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on November 5, 2019; and
8. Now, therefore let it be found that, the Planning Commission approves the Demolition Permit and Design Review and authorizes the modifications contained in said plans based on the findings below and subject to the conditions of approval enumerated herein.

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
November 5, 2019*

Resolution

A. CEQA

The project is exempt from the requirements of CEQA pursuant to Section 15301(L)(1) and 15303(A) which exempts demolition of an existing single family residence and the construction of a new single family residence. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. The project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

B. DEMOLITION PERMIT

Zoning Code Section 17.164.050 “Applicability” (of Design Review) specifies that “...no permit authorizing the demolition of any building within any zoning district shall be issued until approved by the Planning Commission in accordance with the following findings:

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 of the existing 1960’s era ranch-style single family residence does not eliminate elements that are required to maintain the essential character of the neighborhood;
3. That design review of the proposed replacement structure is approved prior to approval of the demolition of a housing structure.

C. DESIGN REVIEW

The Planning Commission has considered the Design Review design criteria identified in Municipal Code Section 17.164.030 to support the motion to approve the Design Review given that the project has been found to demonstrate:

1. *The proposed project would be appropriate in the context of the greater neighborhood and would be consistent with the intent of applicable General Plan policies pertaining to historic preservation (as noted, there are no historic preservation issues), design, compatibility, and continuity of defining features of the neighborhood.*
2. *The immediate neighborhood consists of modest, one-story and two-story homes, most dating to the mid to late twentieth century. As proposed, the project would retain the character of the existing residences. There is no component of the project that would be incompatible with the immediate environment of the site or that of the greater neighborhood.*
3. *The proposed project maintains an appropriate relationship to the site.*
4. *The project is consistent and compatible with the surrounding properties and neighborhood.*

PL19-001, Design Review and Demolition Permit
1443 Stockton Street
November 5, 2019

5. *The proposed work would not alter the scale or transition between different land uses.*
6. *The proposed home will blend in with the existing and future construction in the immediate neighborhood.*
7. *The proposed design and materials are of a quality and type that are appropriate for the residential nature of the project and would be consistent with the site and its surroundings.*
8. *The proposed siting of the new home will create an internal sense of order and provide a desirable environment for occupants, visitors, and will be consistent with the general community.*
9. *The landscaping proposed is consistent with the residential character of the project and sufficient open space will be provided.*
10. *No changes to access are proposed as part of the project, and sidewalks exist along the frontage of Stockton Street for safe and convenient pedestrian and bicycle access. No changes are proposed to the width of the street that would impact vehicular access.*
11. *The site is essentially flat and does not have any significant natural features.*
12. *The proposed siding, colors, and roofing materials are consistent with residential architecture and compatible with surrounding residential design employed throughout the City of St. Helena.*
13. *The project proposes an extensive landscaping that plan that would be consistent with that seen throughout St. Helena.*
14. *The proposed landscaping is consistent with the applicable low-water landscaping ordinances and will be irrigated by a drip system. The project will be conditioned to comply with all current applicable Title 24 building standards for energy efficiency and conservation and would achieve required energy metrics.*

Conditions of Approval

1. Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.

2. The Demolition Permit and Design Review approval shall be vested within one (1) year from the date of the decision. A building permit for the project allowed under this approval shall have been obtained within one (1) year from the effective date of the Demolition permit and Design Review decision or these approvals shall expire; provided however that the approved Demolition Permit and Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.

PL19-001, Design Review and Demolition Permit
1443 Stockton Street
November 5, 2019

3.This permit is valid for this design only. New permits must be applied for any change in use. These permits will expire if the use is discontinued pursuant to then existing ordinances and regulations.

4.The Demolition Permit and Design Review 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.

5.Any request for an extension of the Demolition Permit or Design Review must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.

6.All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.

7.Pursuant to City Council Resolution 2003-65, the owner and applicant are informed of the following:

In recognition of the need for additional affordable housing, and to mitigate the effects of this development on the supply and demand of affordable housing, the permittee shall be subject to a Housing Impact Fee, an inclusionary requirement, an in-lieu fee, and/or similar fair and appropriate mechanisms, to provide funds for or to develop additional affordable housing.

8.Compliance with all permit conditions shall be clearly identified on all plans submitted for building permit approval, shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.

9.The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.

10.Provided they are in general compliance with the approved Design Review, minor modifications found to be in substantial conformance with the approved design may be approved by the Planning Director.

11.This Design Review 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.

12.The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building

PL19-001, Design Review and Demolition Permit
1443 Stockton Street
November 5, 2019

Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.

13. Construction documents shall be in compliance with approved plans and exhibits. All conditions of approval shall be clearly identified and included on all plans submitted for building permit review and issuance.

14. Where the MR District adjoins agricultural districts, there exists a right-to-farm the adjoining property. There is a good faith expectation that no complaints will occur regarding legal, normal agricultural activities on the adjacent land. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes.

15. Developer is required to incorporate street trees into the frontage improvements of the proposed project and/or to replace any dead or dying trees currently within the existing planting strip or tree wells (per General Plan Policy 6.4.13) The size, species and location of these trees shall be identified on all plans submitted for building permit review and issuance.

Public Works Department Conditions of Approval

16. 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.

17. 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.

18. 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.

19. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.

20. Provide details of any and all proposed fencing, gates, and/or walls on all plans submitted for building permit review.

21. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. If a current approved backflow device exists,

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1443 Stockton Street
November 5, 2019*

then please provide current test certifications. 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.

22. 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.

23. The applicant shall incorporate water conservation practices into the proposed project. 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.

24. If the project includes 500 square feet or more of new landscaping and/or 2,500 square feet or more of rehabilitated landscape, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO).

25. Prior to Certificate of Occupancy the applicant shall conform to the requirements of City of St. Helena Standard Drawings, Water and Sewer Standards Section 6-2.10 which includes assessing the adequacy of the lateral, replacing if necessary and installing any needed cleanouts.

26. All driveway approaches shall be per current City and ADA standards. Where none exists, or where deteriorating or non-standard driveway approaches exist, they shall be installed or replaced at the direction of the Public Works Department prior to Certificate of Occupancy.

27. All driveway approaches shall be per current City and ADA Standards. Where none exists, or where deteriorating or non-standard driveway approaches exist, they shall be installed or replaced at the direction of the Public Works Department prior to Certificate of Occupancy.

28. Any missing or broken curb and gutter along the project frontage shall be constructed and/or replaced prior to Certificate of Occupancy, extent to be determined by the Public Works Department.

29. Prior to Certificate of Occupancy the applicant shall conform to the requirements of City of St. Helena Standard Drawings, Water and Sewer Standards Section 7-1.12 and applicable Health Standards, which includes water laterals being a minimum of five (5) feet from sewer laterals.

30. 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.

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
November 5, 2019*

31. An encroachment permit shall be required for any work performed in the public right of way.

32. 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.

Fire Department Conditions of Approval

33. Plans submitted for building permit shall exhibit compliance with the current St. Helena Fire Code, as adopted and codified in St. Helena Municipal Code Chapter 15.36.

34. Installation of approved interior fire sprinkler system is required, unless waived by the Fire Chief.

35. One hour minimum fire resistant construction on all exterior walls within 10' of property boundary is required. Fire resistant construction of interior walls shall be determined by type of occupancy.

36. Any gates installed to control vehicular access to a property are required to be setback 30-feet from the property line and/or edge of pavement, whichever is greater. No vehicle gates may be installed without Fire Department and Public Works Department review and explicit approval.

Building Department Conditions of Approval

37. A building permit is required for all onsite demolition, construction and/or change of occupancy.

38. 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 2016 Title 24 codes.

39. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.

40. The applicant shall provide a construction waste management plan with the building permit application.

41. 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.

42. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

43. 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.

44. Properties which are on septic systems and proposing substantial renovations may require approval from the Napa County Environmental Health Department. Applicants are encouraged to engage with the County early in the building permit review process to reduce the potential for delay.

45. 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 demolition permit and design review application 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 November 5, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Lester Hardy
Chair, Planning Commission

Aaron Hecock, AICP
Interim Planning Director

Stockton Street – 1400 Block “West” Elevation



1421

1441

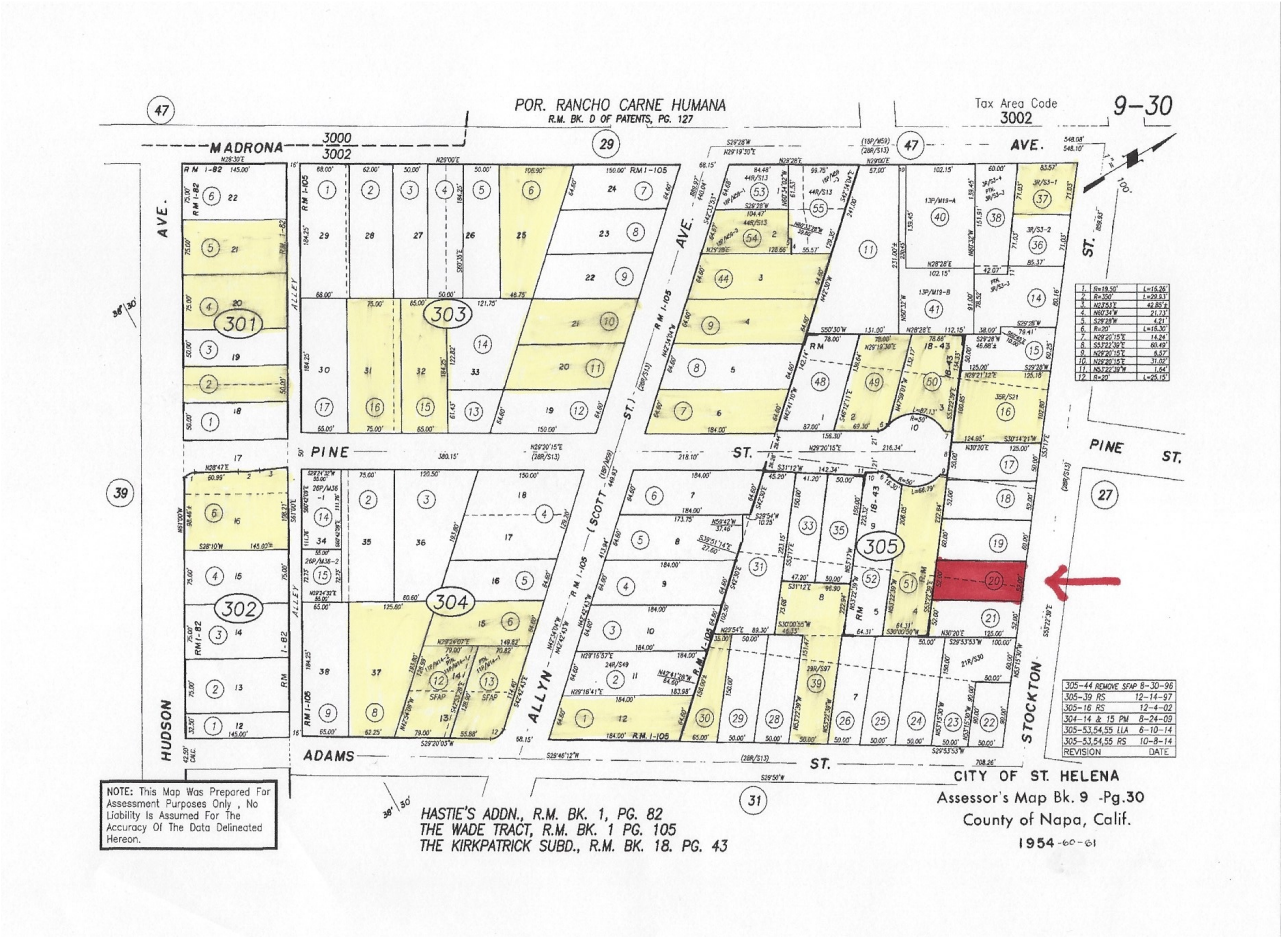
1443
Project Site

1445

1457

1467

Parcel Map of Area



Key

Highlighted

 = 2 story house

Red

 = Subject Property

New Construction Projects in the Neighborhood



1443 Stockton – Proposed



1401 Allyn Ave. – In Progress



1645 Vineyard Ave – Completed 2018



1242 Allyn Ave. – Completed 2018



1620 Scott Street – completed 2016



1842 Pine Street – Completed 2015



PLANNING COMMISSION REPORT

Planning Commission Meeting of June 18, 2019

AGENDA SECTION: Public Hearing

FILE NUMBER: PL19-001

SUBJECT: 1443 Stockton Street, Design Review and Demolition Permit

PREPARED BY: Chris Gustin, Contract Planner

REVIEWED BY: Noah Housh, Planning & Community Improvement Director

APPROVED BY: Noah Housh, Planning & Community Improvement Director

APPLICATION FILED: 01/04/19

ACCEPTED AS COMPLETE: 01/08/19

LOCATION OF PROPERTY: 1443 Stockton Street

APN: 009-305-020

GENERAL PLAN/ZONING: Medium Density Residential: MDR

APPLICANT: Jenny & Nick Vitro

PHONE: (650)-235-5335

BACKGROUND

This application was originally scheduled for the June 4, 2019 meeting of the Planning Commission where the public hearing was opened and closed without comment and the item was continued to a date certain (June 18, 2019) at the request of the applicant.

The subject property is a residential lot of 0.149 acres (6,500 sq. ft.) and improved with a one-story, two-bedroom, single family residence of approximately 1,046 sq. ft. and a single car garage of approximately 200 sq. ft. The residence is a modest example of a 1960-era ranch house with little architectural or historical significance. The house is located on the south side of Stockton Street to the east of the intersection of Pine Street and Stockton Street. According to the Historical Evaluation prepared for this application by Brunzell Historical (copy attached), the property does not qualify for historic listing at

any level and is not a historical resource under CEQA. The streetscape is established mature landscaping around single-family residences from the twentieth through twenty-first centuries.

PROJECT DESCRIPTION

The applicants, Jenny and Nick Vitro submitted a request to demolish the existing single-story home and construct a new 2,433 sq. ft. single family residence with a single car garage. The new home would feature natural wood shiplap siding with a combination of standing seam roofing and asphalt shingles. A new patio would also be constructed at rear of the proposed home with room set aside for a future pool.

In order to carry out the proposed project, the applicant has requested a Demolition Permit and Design Review Permit.

ANALYSIS

GENERAL PLAN

The General Plan Land Use Map designates the site for Medium Density Residential uses. This land use designation allows single family detached and attached homes, secondary residential units, and other compatible uses including accessory structures. The Medium Density Residential land use designation serves as the predominant residential land use designation and is intended to perpetuate the existing development patterns of St. Helena's established neighborhoods.

Relevant General Plan policies include:

4.3.4 Strengthen community identity by appropriate building design, size, and site landscaping.

4.3.5 Require future residential development to conform to the pattern and density of older, neighboring areas of town in order to complement existing town character and ensure that densities are high enough to protect against unnecessary incursion into Vineyard agricultural areas

4.4.3 Driveways and garages should be as unobtrusive as possible, with garages preferably located at the rear of the lot.

7.5.1 Preserve the City's historic and cultural resources as they contribute to the special character and quality of the City and help support its economic base.

7.5.9 Require new development in or adjacent to historic areas or buildings to be compatible in pattern and character with existing historic buildings.

Staff Analysis:

The proposed new construction of the single family residence is consistent with and meets the criteria set forth in the applicable General Plan policies outlined above.

ZONING

Consistent with the General Plan land use designation, 1443 Stockton Street is in the MDR: Medium Density Residential District. The MDR Zoning District allows for residential construction insofar as it conforms to the development standards prescribed by Municipal Code Section 17.40.060. While the subject lot does not meet the current minimum area standards, it is a legally subdivided lot and therefore is considered a legal non-conforming parcel. So long as all of the applicable development standards are met, the "Small Lot Standards" are not applicable.

	Standard	Existing	Proposed
Parcel Size:	7,000 sq. ft.	6,500 sq. ft.	6,500 sq. ft.
Setbacks:			
Front:	20 feet		22'-10"
Sides:	10 feet		10 feet
Rear:	20 feet		40'-6"
Building Height:	30 feet		25 feet
Lot Coverage:	45%		20.4%
Floor Area Ratio:	0.34		0.34*

* Section.40.070 Other uses, standards, and requirements, Subsection C, exempts one covered parking space of two hundred square feet in size from the Floor Area Ratio provisions.

The proposed single family residence complies with or exceeds all applicable MDR District Development Standards, except as noted, the minimum lot size, which is an existing non-conforming situation, not being intensified by the proposed development of a single family home in keeping with all established development criteria.

DEMOLITION PERMIT

Zoning Code Section 17.164.050 G, Demolition, states in part: "...no permit authorizing the demolition of any building within any zoning district shall be issued until approved by the Planning Commission in accordance with the following findings":

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.

The building to be demolished has been determined to have no architectural or historical significance therefore the subsequent provisions of this Section do not apply.

1. That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood;

The building to be demolished, a typical 1960'S era ranch house, will not eliminate any elements that are required to maintain the essential character of the neighborhood.

1. That the design review of the proposed replacement structure is approved prior to or in conjunction with the demolition of a housing structure.

The project is subject to Design Review Approval and any demolition permit approval is contingent upon the Design Review Approval of the proposed new dwelling.

DESIGN REVIEW

The purpose of design review is to, among other things, promote the qualities that bring value to the community and foster attractiveness and functional utility of the community as a place to live and work. The Planning Commission must find that the project takes reasonable account of the design criteria prescribed by Section 17.164.030 (detailed below) and exhibit a quality of design that is compatible with adjacent development, features a siting, scale, massing and architectural style that is generally consistent with the predominant development patterns, and that does not otherwise detract or negatively affect the established character of the surrounding neighborhood. Consistency findings related to the Design Review Criteria are enumerated, below.

Design Review Criteria.

1. Consistency and compatibility with applicable elements of the general plan.

The proposed project would be appropriate in the context of the greater neighborhood and would be consistent with the intent of applicable General Plan policies pertaining to historic preservation (as noted, there are no historic preservation issues), design, compatibility, and continuity of defining features of the neighborhood.

2. Compatibility of design with the immediate environment of the site;

The immediate neighborhood consists of modest, one-story and two-story homes, most dating to the mid to late twentieth century. As proposed, the project would retain the character of the existing residences. There is no component of the project that would be incompatible with the immediate environment of the site or that of the greater neighborhood.

3. Relationship of the design to the site.

The proposed project maintains an appropriate relationship to the site.

4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character;

The project is consistent and compatible with the surrounding properties and neighborhood.

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;

The proposed work would not alter the scale or transition between different land uses.

6. Compatibility with future construction both on and off the site;

The proposed contemporary home will blend in with the existing and future construction in the immediate neighborhood.

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;

The proposed design and materials are of a quality and type that are appropriate for the residential nature of the project and would be consistent with the site and its surroundings.

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;

The proposed siting of the new home will create an internal sense of order and provide a desirable environment for occupants, visitors, and will be consistent with 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;

The landscaping proposed is consistent with the residential character of the project and sufficient open space will be provided.

10. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;

No changes to access are proposed as part of the project, and sidewalks exist along the frontage of Stockton Street for safe and convenient pedestrian and bicycle access. No changes are proposed to the width of the street that would impact vehicular access.

11. Whether natural features are appropriately preserved and integrated with the project;

The site is essentially flat and does not have any significant natural features.

12. 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;

The proposed siding, colors, and roofing materials are consistent with residential architecture and compatible with surrounding residential design employed throughout the City of St. Helena.

13. 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;

The project proposes an extensive landscaping that plan that would be consistent with that seen throughout St. Helena.

14. 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 plant materials.

The proposed landscaping is consistent with the applicable low-water landscaping ordinances and will be irrigated by a drip system. The project will be conditioned to comply with all current applicable Title 24 building standards for energy efficiency and conservation and would achieve required energy metrics.

WATER USE ANALYSIS

Based upon the attached Water Use Analysis Report prepared by the project Architect, the construction of the proposed single family residence will result in a decrease in the net indoor water use at the property.

ISSUES

No issues have been identified as of the preparation of this Report.

CORRESPONDENCE

No comments have been received at the writing of this report.

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission adopt a resolution finding that:

1. The project is exempt from the requirements of CEQA pursuant to CEQA Section 15301 and 15303 (a), and
1. Accepting the required findings and approving the requested Demolition Permit and Design Review for a new single family residence at 1443 Stockton Street.

ATTACHMENTS

[1443 Stockton PC Resolution](#)

[Plan Set](#)

[Landscape Plan](#)

[Site Photos](#)

[WRITTEN STATEMENT](#)

[Vitro Historical Report Brunzell](#)

[WATER USE ANALYSIS REPORT 5.03.19](#)

[5.1 Public Comment_Lynn](#)

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
GRANTING APPROVAL OF A DEMOLITION PERMIT AND DESIGN REVIEW
FOR THE VITRO RESIDENCE LOCATED AT 1443 STOCKTON STREET**

PROPERTY OWNERS: Jenny and Nick Vitro **APN:** 009-305-020

Recitals

1. On January 4, 2019, Jenny and Nick Vitro submitted an application for Design Review and a Demolition Permit to demolish an existing one-story 1,140 square foot single family residence and construct a new two-story single family residence and an attached one-car garage at 1443 Stockton Street in the Medium Density Zoning District; and
2. 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;
3. This application was originally scheduled for the June 4, 2019 meeting of the Planning Commission where the public hearing was opened and closed without comment and the item was continued to a date certain (June 18, 2019) at the applicant's request.
4. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on June 18, 2019, and
5. Now, therefore let it be found that, the Planning Commission approves the Demolition Permit and Design Review and authorizes the modifications contained in said plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

A. CEQA

The project is exempt from the requirements of CEQA pursuant to Section 15301(L)(1) and 15303(A) which exempts demolition of an existing single family residence and the construction of a new single family residence. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. The project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

B. DEMOLITION PERMIT

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
June 18, 2019*

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2. *The immediate neighborhood consists of modest, one-story and two-story homes, most dating to the mid to late twentieth century. As proposed, the project would retain the character of the existing residences. There is no component of the project that would be incompatible with the immediate environment of the site or that of the greater neighborhood.*
3. *The proposed project maintains an appropriate relationship to the site.*
4. *The project is consistent and compatible with the surrounding properties and neighborhood.*
5. *The proposed work would not alter the scale or transition between different land uses.*
6. *The proposed home will blend in with the existing and future construction in the immediate neighborhood.*
7. *The proposed design and materials are of a quality and type that are appropriate for the residential nature of the project and would be consistent with the site and its surroundings.*

8. *The proposed siting of the new home will create an internal sense of order and provide a desirable environment for occupants, visitors, and will be consistent with the general community.*
9. *The landscaping proposed is consistent with the residential character of the project and sufficient open space will be provided.*
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11. *The site is essentially flat and does not have any significant natural features.*
12. *The proposed siding, colors, and roofing materials are consistent with residential architecture and compatible with surrounding residential design employed throughout the City of St. Helena.*
13. *The project proposes an extensive landscaping that plan that would be consistent with that seen throughout St. Helena.*
14. *The proposed landscaping is consistent with the applicable low-water landscaping ordinances and will be irrigated by a drip system. The project will be conditioned to comply with all current applicable Title 24 building standards for energy efficiency and conservation and would achieve required energy metrics.*

Conditions of Approval

1. Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
2. The Demolition Permit and Design Review approval shall be vested within one (1) year from the date of the decision. A building permit for the project allowed under this approval shall have been obtained within one (1) year from the effective date of the Demolition permit and Design Review decision or these approvals shall expire; provided however that the approved Demolition Permit and Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.
3. This permit is valid for this design only. New permits must be applied for any change in use. These permits will expire if the use is discontinued pursuant to then existing ordinances and regulations.
4. The Demolition Permit and Design Review 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.

5.Any request for an extension of the Demolition Permit or Design Review must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.

6.All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.

7.Pursuant to City Council Resolution 2003-65, the owner and applicant are informed of the following:

In recognition of the need for additional affordable housing, and to mitigate the effects of this development on the supply and demand of affordable housing, the permittee shall be subject to a Housing Impact Fee, an inclusionary requirement, an in-lieu fee, and/or similar fair and appropriate mechanisms, to provide funds for or to develop additional affordable housing.

8.Compliance with all permit conditions shall be clearly identified on all plans submitted for building permit approval, shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.

9.The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.

10.Provided they are in general compliance with the approved Design Review, minor modifications found to be in substantial conformance with the approved design may be approved by the Planning Director.

11.This Design Review 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.

12.The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.

13.Construction documents shall be in compliance with approved plans and exhibits. All conditions of approval shall be clearly identified and included on all plans submitted for building permit review and issuance.

14. Where the MR District adjoins agricultural districts, there exists a right-to-farm the adjoining property. There is a good faith expectation that no complaints will occur

PL19-001, Design Review and Demolition Permit
1443 Stockton Street
June 18, 2019

regarding legal, normal agricultural activities on the adjacent land. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes.

15. Developer is required to incorporate street trees into the frontage improvements of the proposed project and/or to replace any dead or dying trees currently within the existing planting strip or tree wells (per General Plan Policy 6.4.13) The size, species and location of these trees shall be identified on all plans submitted for building permit review and issuance.

Public Works Department Conditions of Approval

16. 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.

17. 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.

18. 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.

19. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.

20. Provide details of any and all proposed fencing, gates, and/or walls on all plans submitted for building permit review.

21. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. If a current approved backflow device exists, then please provide current test certifications. 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.

22. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
June 18, 2019*

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.

23.The applicant shall incorporate water conservation practices into the proposed project. 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.

24.If the project includes 500 square feet or more of new landscaping and/or 2,500 square feet or more of rehabilitated landscape, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWEL0).

25.Prior to Certificate of Occupancy the applicant shall conform to the requirements of City of St. Helena Standard Drawings, Water and Sewer Standards Section 6-2.10 which includes assessing the adequacy of the lateral, replacing if necessary and installing any needed cleanouts.

26.All driveway approaches shall be per current City and ADA standards. Where none exists, or where deteriorating or non-standard driveway approaches exist, they shall be installed or replaced at the direction of the Public Works Department prior to Certificate of Occupancy.

27.All driveway approaches shall be per current City and ADA Standards. Where none exists, or where deteriorating or non-standard driveway approaches exist, they shall be installed or replaced at the direction of the Public Works Department prior to Certificate of Occupancy.

28.Any missing or broken curb and gutter along the project frontage shall be constructed and/or replaced prior to Certificate of Occupancy, extent to be determined by the Public Works Department.

29.Prior to Certificate of Occupancy the applicant shall conform to the requirements of City of St. Helena Standard Drawings, Water and Sewer Standards Section 7-1.12 and applicable Health Standards, which includes water laterals being a minimum of five (5) feet from sewer laterals.

30.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.

31.An encroachment permit shall be required for any work performed in the public right of way.

32. 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.

Fire Department Conditions of Approval

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
June 18, 2019*

33.Plans submitted for building permit shall exhibit compliance with the current St. Helena Fire Code, as adopted and codified in St. Helena Municipal Code Chapter 15.36.

34.Installation of approved interior fire sprinkler system is required, unless waived by the Fire Chief.

35.One hour minimum fire resistant construction on all exterior walls within 10' of property boundary is required. Fire resistant construction of interior walls shall be determined by type of occupancy.

36.Any gates installed to control vehicular access to a property are required to be setback 30-feet from the property line and/or edge of pavement, whichever is greater. No vehicle gates may be installed without Fire Department and Public Works Department review and explicit approval.

Building Department Conditions of Approval

37.A building permit is required for all onsite demolition, construction and/or change of occupancy.

38.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 2016 Title 24 codes.

39.When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.

40.The applicant shall provide a construction waste management plan with the building permit application.

41.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.

42.When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

43.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.

44.Properties which are on septic systems and proposing substantial renovations may require approval from the Napa County Environmental Health Department. Applicants

*PL19-001, Design Review and Demolition Permit
1443 Stockton Street
June 18, 2019*

are encouraged to engage with the County early in the building permit review process to reduce the potential for delay.

45. 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 demolition permit and design review application 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 June 18, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

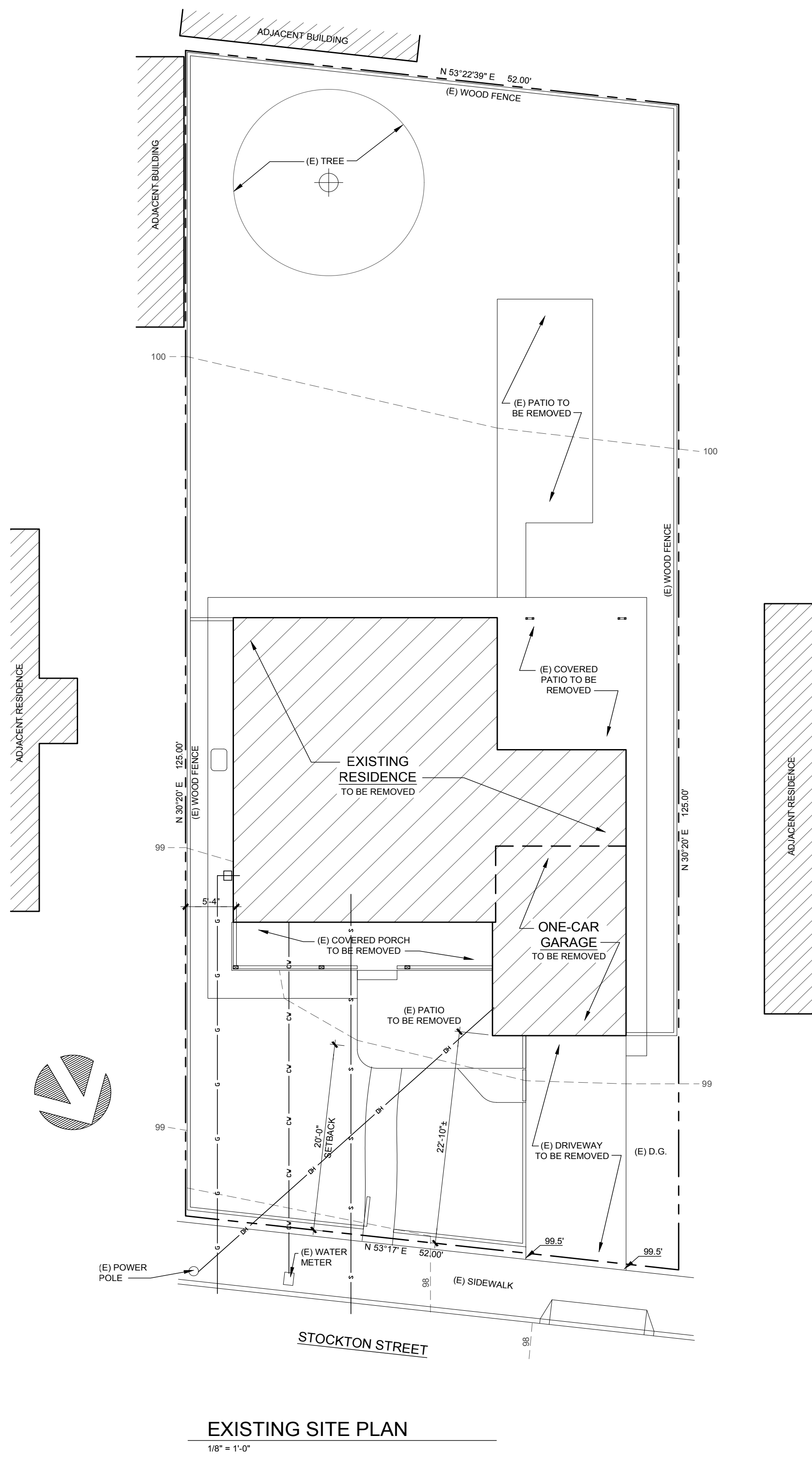
APPROVED:

ATTEST:

Lester Hardy
Chair, Planning Commission

Aaron Hecock, AICP
Interim Planning Director

VITRO RESIDENCE
1443 STOCKTON ST., ST. HELENA, CA

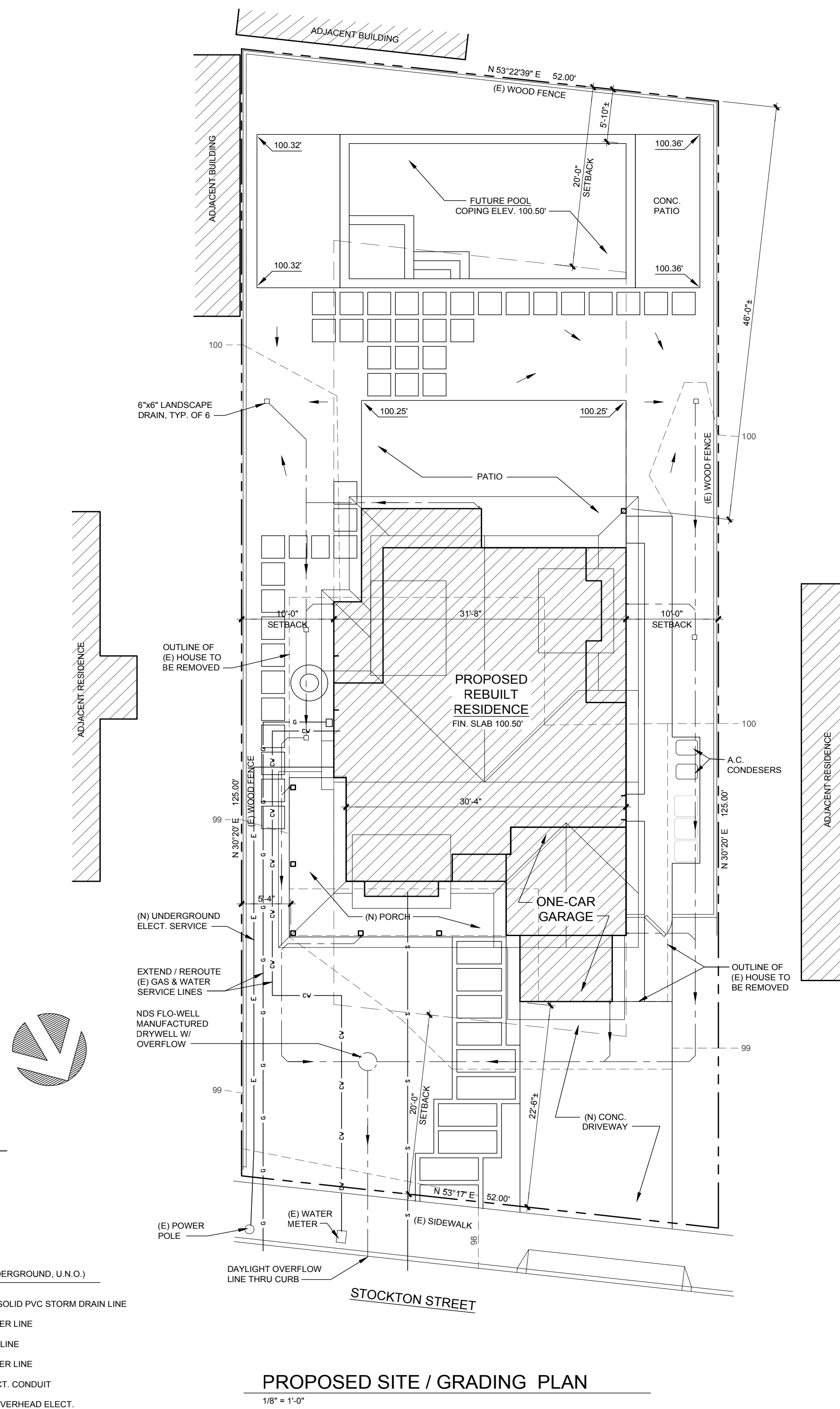


SITE PLAN NOTES

1. FINISH GRADE ADJACENT NEW BUILDING SHALL SLOPE AT 5% TO SWALE OR DRAIN SHOWN ON SITE PLAN.
2. CONNECT ALL RAIN WATER LEADERS TO DRAIN LINES SHOWN.

UTILITY LEGEND

	(UNDERGROUND, U.N.O.)
— — — — —	4"Ø SOLID PVC STORM DRAIN LINE
— s — s —	SEWER LINE
— g — g —	GAS LINE
— w — w —	WATER LINE
— e — e —	ELECT. CONDUIT
— oh — — —	(E) OVERHEAD ELECT.

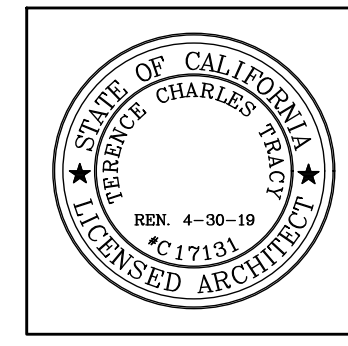


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REVISIONS

TERRY TRACY ARCHITECT

1143 ALTA AVE.
NAPA, CA 94559
707-363-1478
ttracy@sbcglobal.net



VITRO RESIDENCE REBUILD

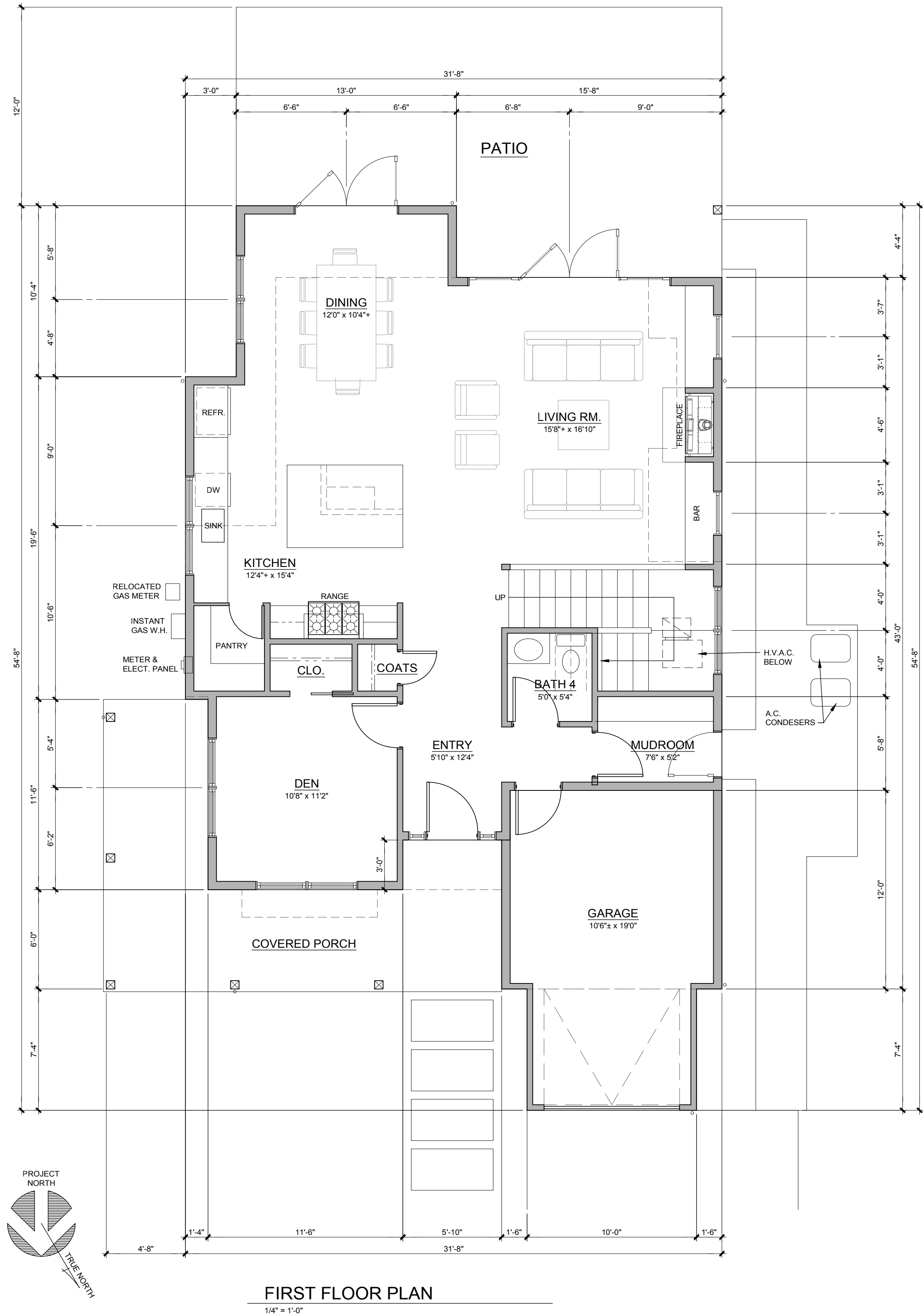
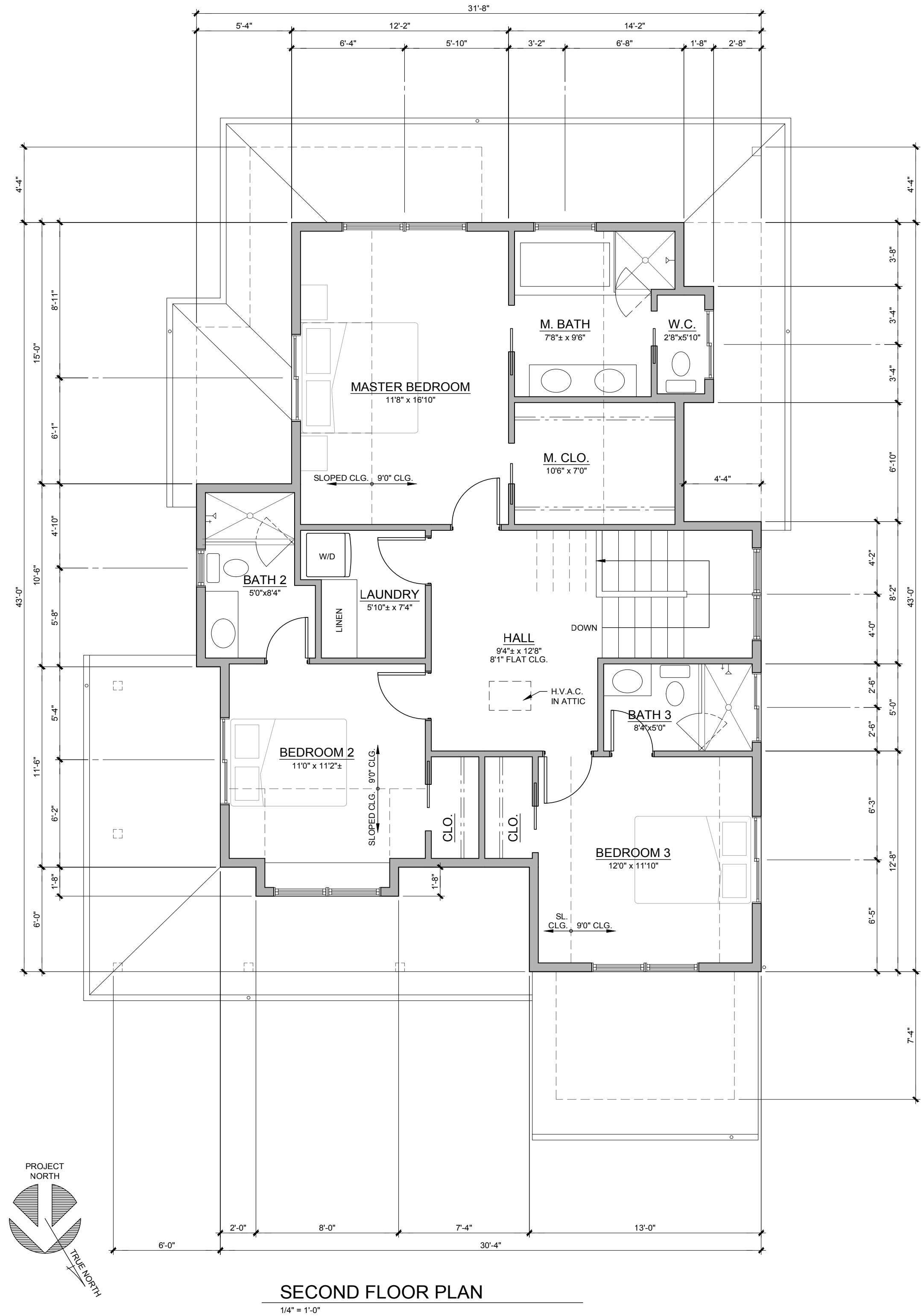
1443 STOCKTON ST.
ST. HELENA, CA 94574

APN 009-305-020

EXISTING & PROPOSED SITE / GRADING PLANS

DRAWN: TCT	DATE: 12-28-2018
------------	------------------

SHEET
A1



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ARCHITECT

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ttracy@sbcglobal.net



PROJECT

**VITRO RESIDENCE
REBUILD**

1443 STOCKTON ST.
ST. HELENA, CA
94574

APN 009-305-020

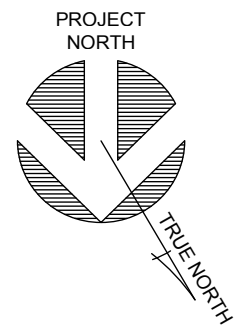
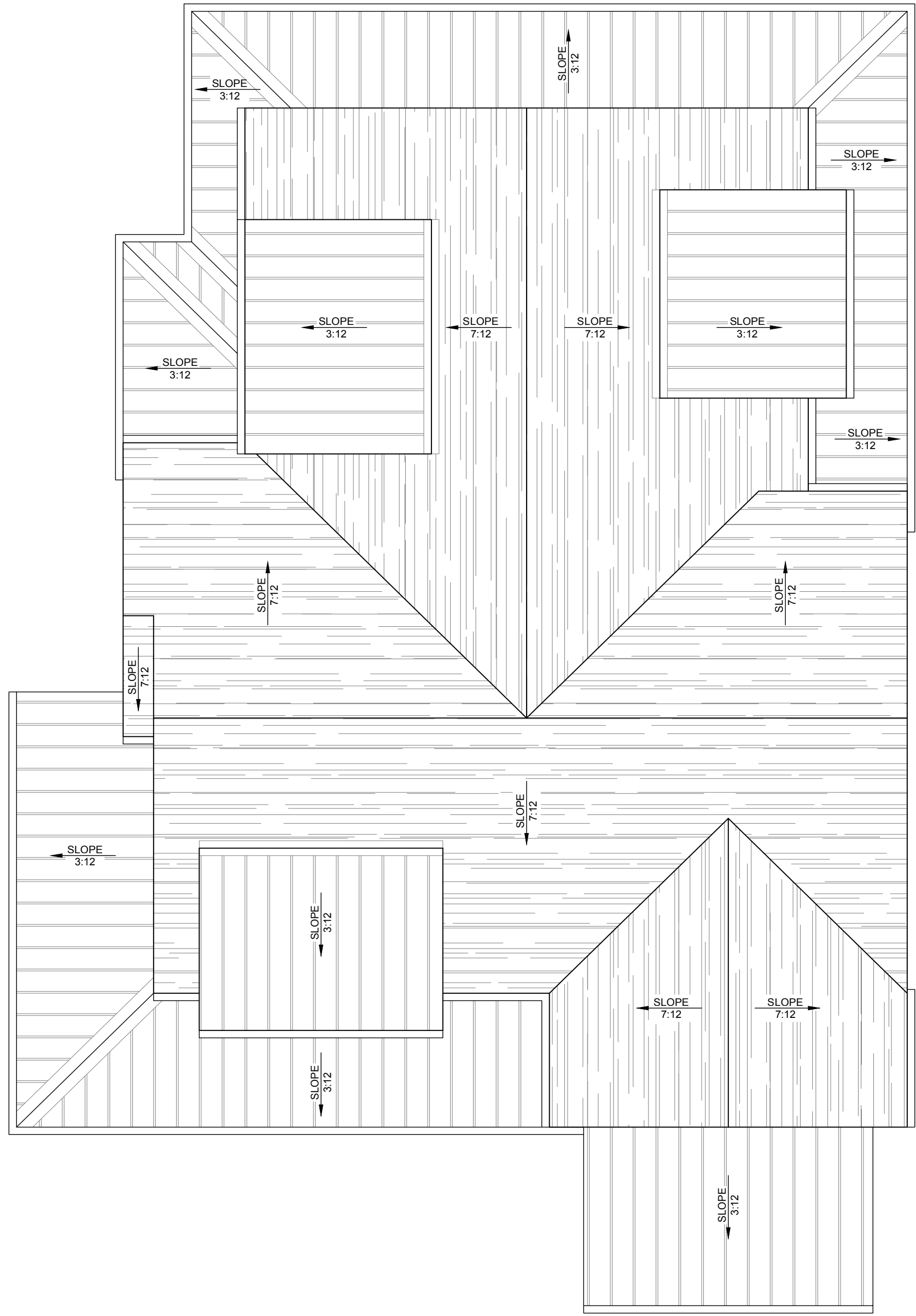
SHEET DESCRIPTION

**PROPOSED
FLOOR
PLANS**

DRAWN: TCT DATE: 12-28-2018

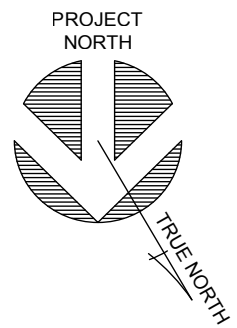
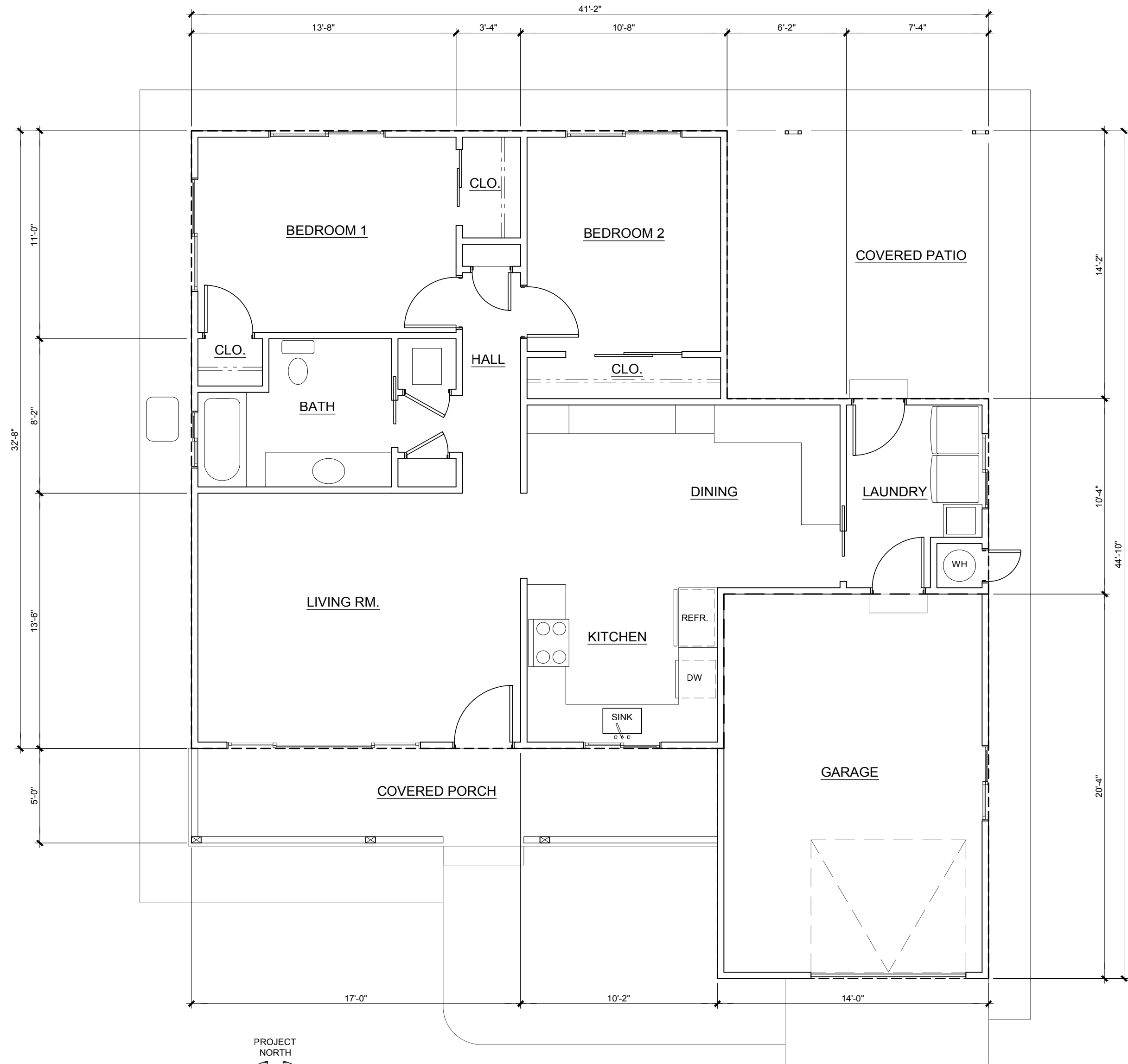
SHEET

A2.1



PROPOSED ROOF PLAN

1/4" = 1'-0"



EXISTING FLOOR PLAN (TO BE DEMOLISHED)

1/4" = 1'-0"

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PROJECT

VITRO
RESIDENCE
REBUILD

1443 STOCKTON ST.
ST. HELENA, CA
94574

APN 009-305-020

SHEET DESCRIPTION

EXISTING
FLOOR PLAN

PROPOSED
ROOF PLAN

DRAWN: TCT DATE: 12-28-2018

SHEET

A2.2

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PROJECT

**VITRO
RESIDENCE
REBUILD**

1443 STOCKTON ST.
ST. HELENA, CA
94574

APN 009-305-020

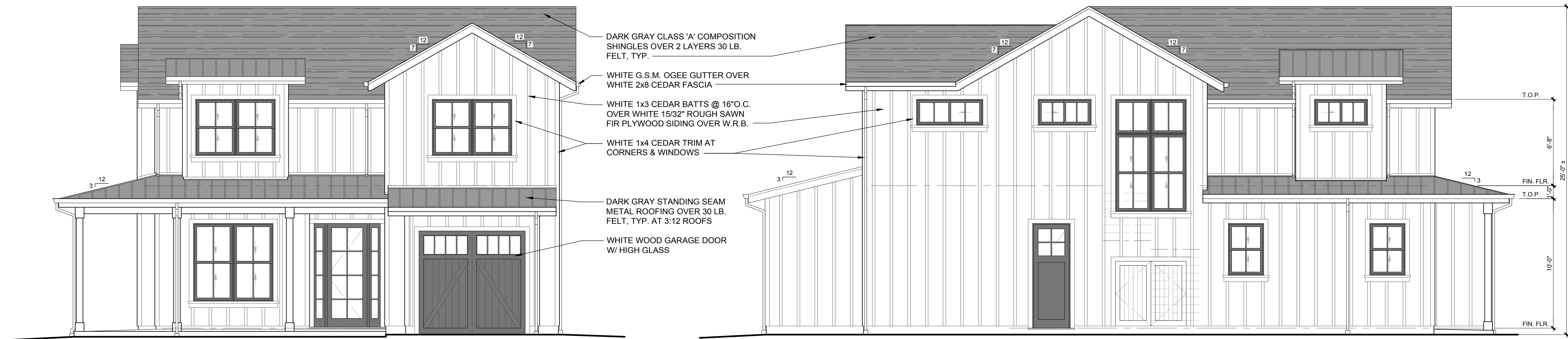
SHEET DESCRIPTION

**EXTERIOR
ELEVATIONS**

DRAWN: TCT DATE: 12-28-2018

SHEET

A3

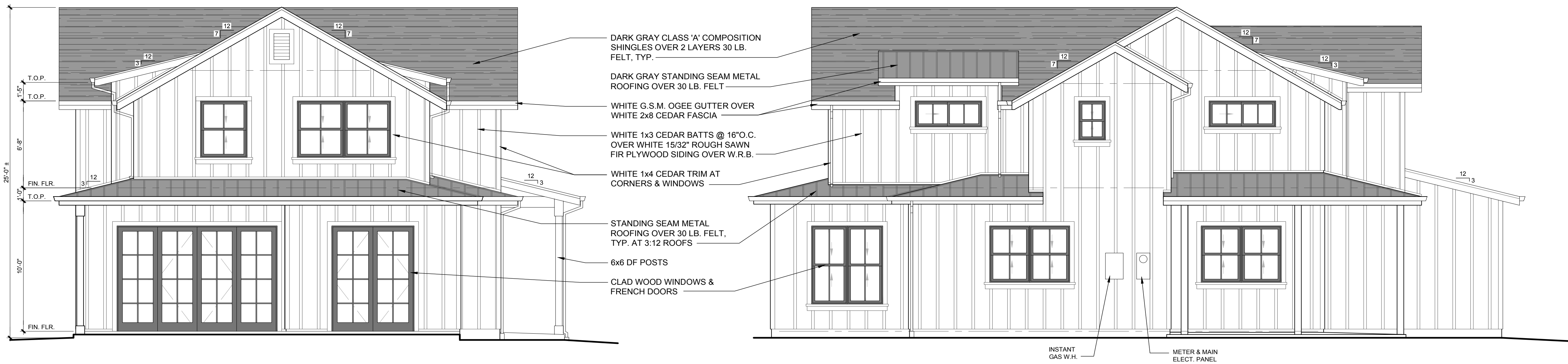


FRONT - NORTH ELEVATION

1/8" = 1'-0"

RIGHT SIDE - WEST ELEVATION

1/8" = 1'-0"

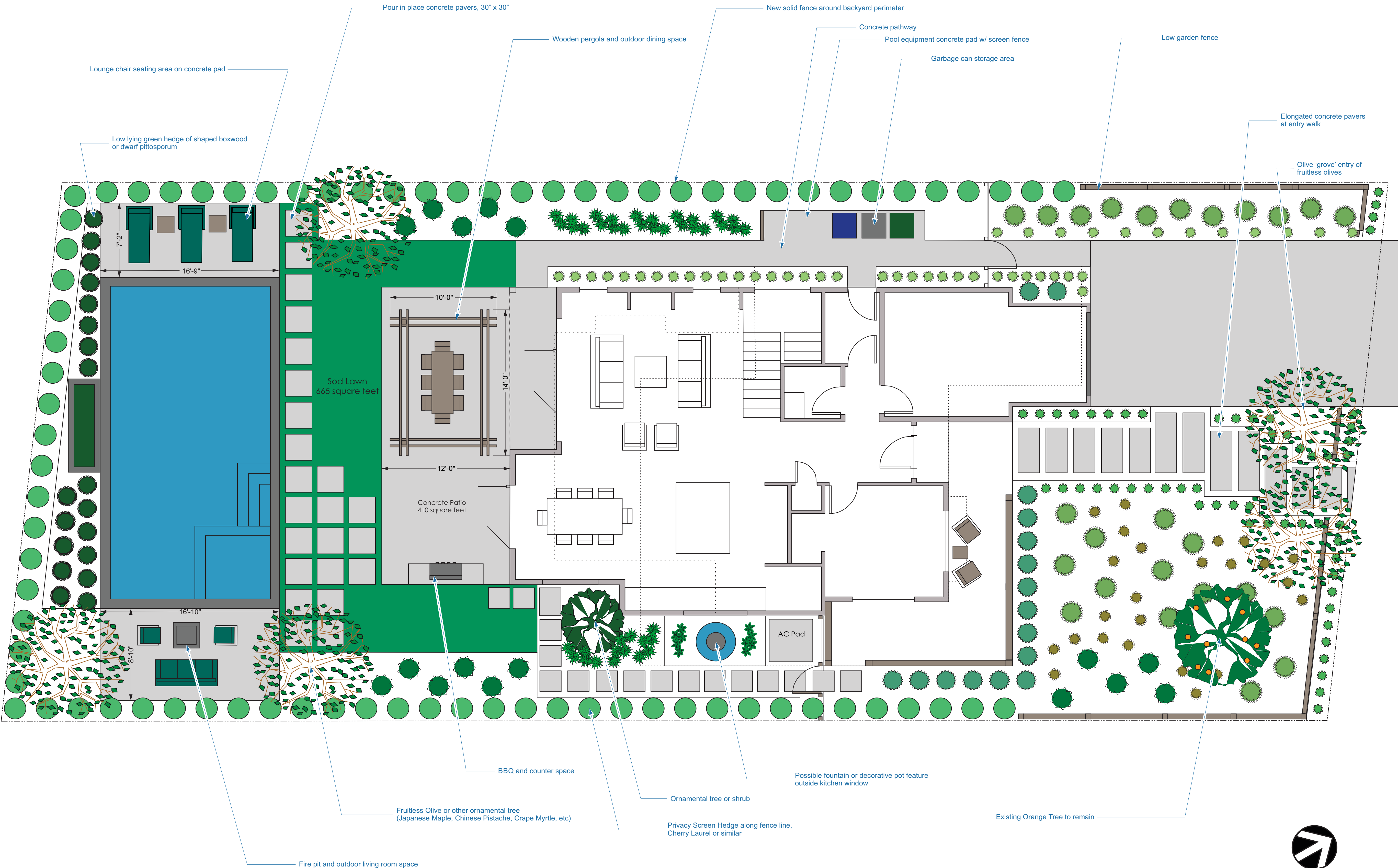


REAR - SOUTH ELEVATION

1/8" = 1'-0"

LEFT SIDE - EAST ELEVATION

1/8" = 1'-0"



Scale: $\frac{1}{4}" = 1'-0"$

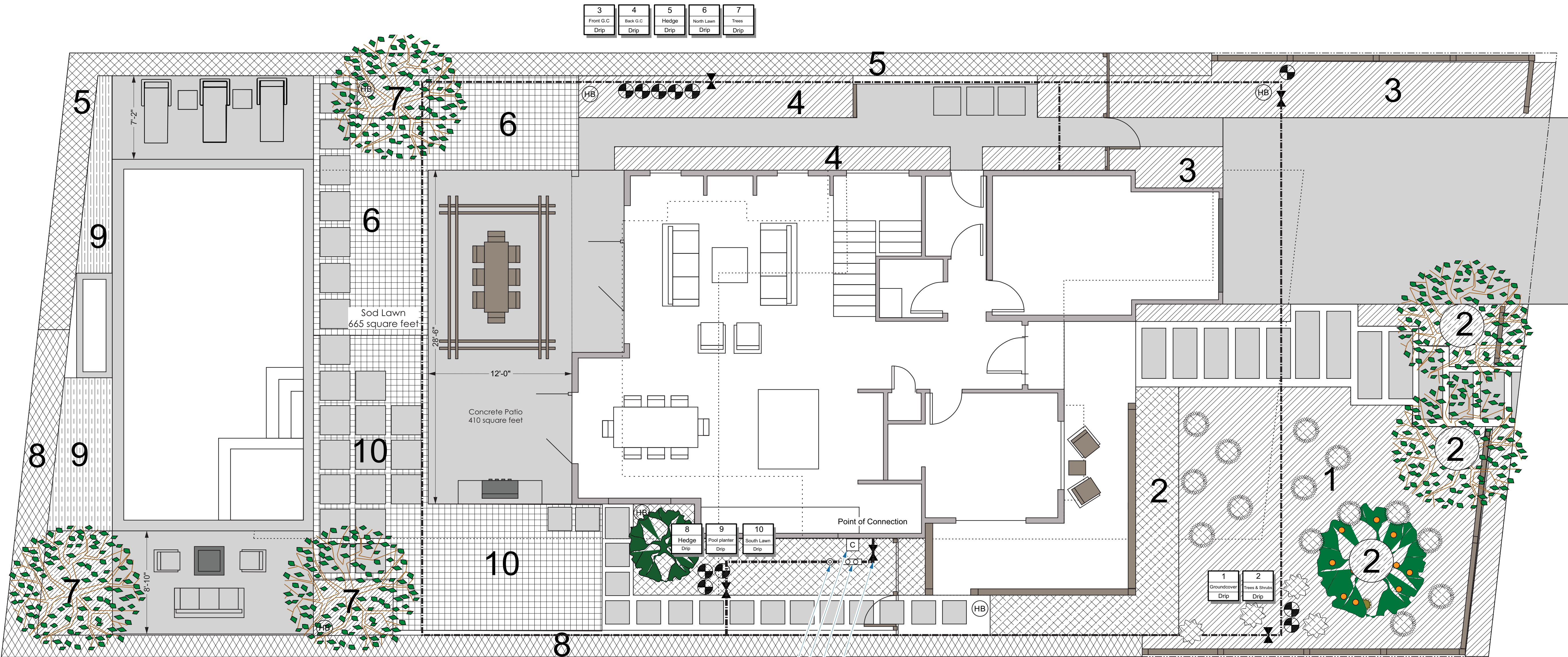
REVISIONS	

**Price Landscape Services, Inc.**
583 California Boulevard, Napa CA 94559
Tel: (707) 252-6319 Fax: (707) 252-2421
www.pricelandscapeservices.com

1443 Stockton Street
St Helena, CA 94574

Landscape
Site Plan
Scale: $\frac{1}{4}" = 1'-0"$
Date: 11/30/2018
Drawn By: Wesley Price

L-1



- 3/4" Nebco Brass Hose Bib mounted on 4x4 Redwood Post
- 1" Hunter ICV Drip Control Valve w/ filter and 30 PSI pressure reducer
- 1" Brass gate valve

Hydrawise Pro-HC WiFi enabled smart irrigation controller

Flow sensor

Backflow preventer

Master shut off valve

- Notes:
1. Irrigation mainline to be sch 40 PVC buried at minimum depth of 24". Lateral lines to be buried at depth 18" below finished grade.
 2. All irrigation valves to be located in in-ground valve boxes.
 3. All new irrigation zones to be irrigated via inline drip w/ emitters sized per plant, or via techline (lawn) and controlled via Smart Clock with weather sensing capabilities, monitored by water meter and master shut off valve.
 4. Mainline depth to be minimum of 24", lateral depth to be minimum 18" below top of grade.
 5. All drip lines to be covered w/ 2-3" bark mulch and secured with landscape staples.

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and applied them for the efficient use of water in the Irrigation Design Plan

Tom Price, Landscape Contractor C27 Lic No: 824872

Scale: $\frac{1}{4}" = 1'-0"$

REVISIONS	

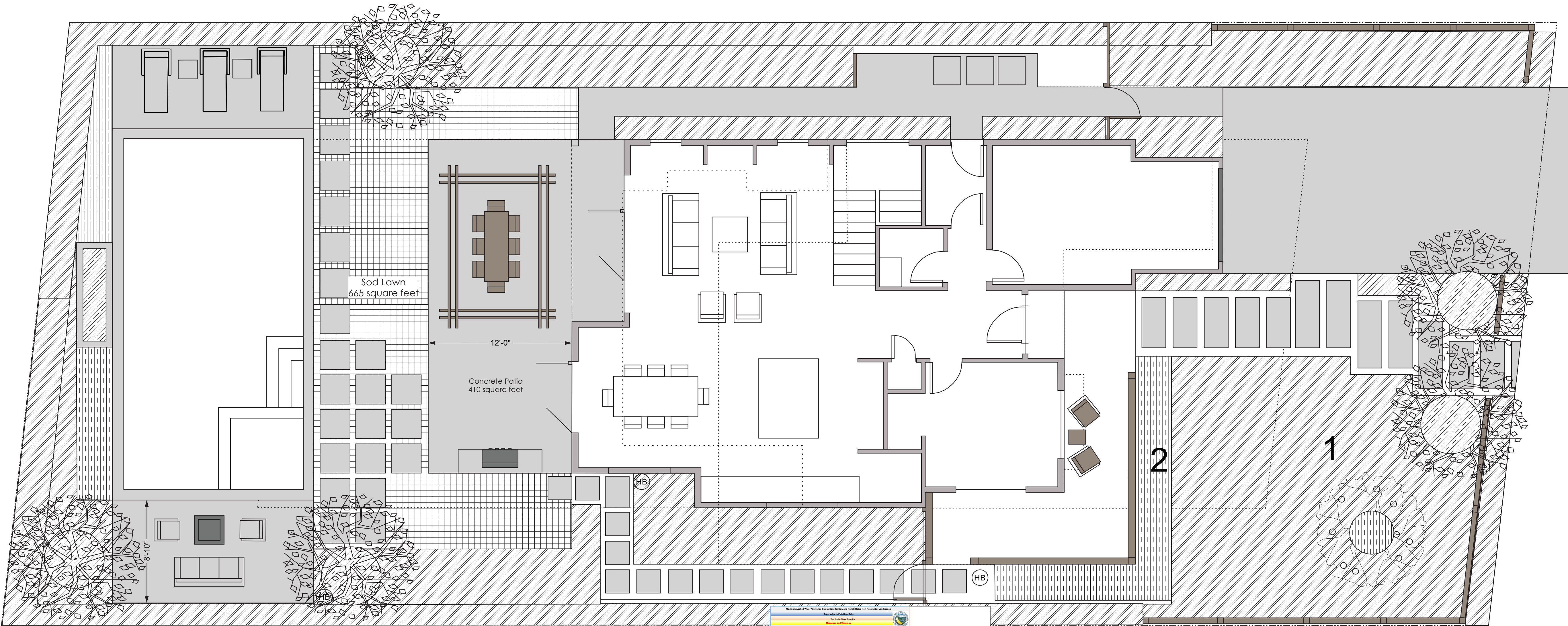
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1443 Stockton Street
St Helena, CA 94574

Irrigation Plan
Scale: $\frac{1}{4}" = 1'-0"$
Date: 11/30/2018
Drawn By: Wesley Price

L-3

Total Landscaped Area: 2,449 square feet



Hydrozone:	Description:	Irrigation Type:	Irrigation Efficiency:	Water Use:	Plant Factor:	Square footage:
1	Shrubs/grasses	Drip	0.81	Low	0.3	1,799
2	Shrubs	Drip	0.81	Medium	0.5	172
3	Lawn	Drip	0.81	Medium	0.6	378
4	Olives	Drip	0.81	Very Low	0.1	100
5	Pool	Auto-Fill		High/SLA	1.0	450

Total Landscaped Area: 2,449 sqft
Total Landscaped Area + SLA (pool): 2,899 sqft

Maximum Applied Water Allowance: 38,346 gallons
Estimated Total Water Use: 37,427 gallons

ETWU complies with MAWA

Total Non-porous surfaces (concrete pathways/patio/pavers): 788 sqft
Total Non-porous surfaces (concrete driveway): 462 sqft

Water Use Summary			
Hydrozone	Description	Area (sqft)	Water Use (gallons)
1	Shrubs/grasses	1,799	1,799
2	Shrubs	172	172
3	Lawn	378	378
4	Olives	100	100
5	Pool	450	450
Total		2,449	2,449

Notes:
1. Total landscaped area is below 2,500 square feet and does not meet the minimum required square footage to require WELO documentation, however the project fulfills all guidelines of a Water Efficient Landscape and will be installed with best practices to ensure maximum potential water savings and efficiency.

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and applied them for the efficient use of water in the Irrigation Design Plan.



Scale: 1/4" = 1'-0"

REVISIONS
Draft 1 11/30/18

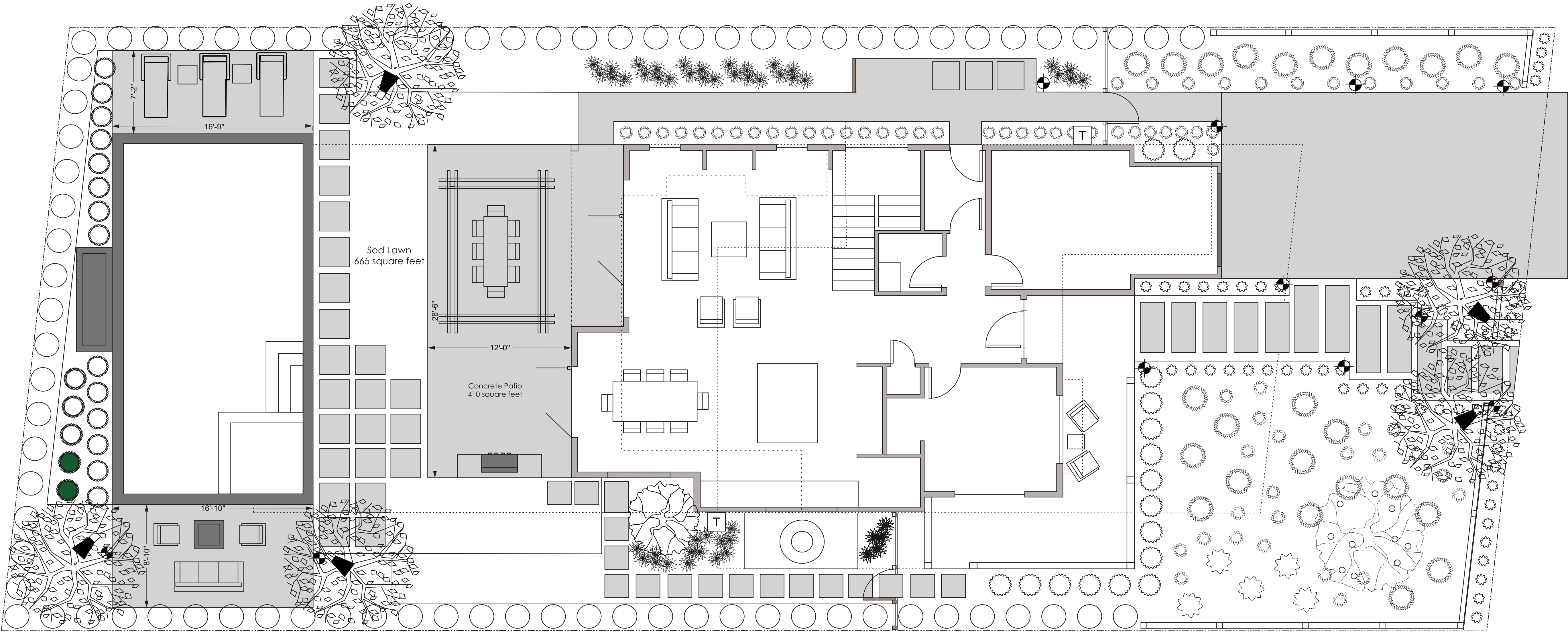
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1443 Stockton Street
St Helena, CA 94574

WELO
Plan

Date: 11/30/2018
Drawn By: Wesley Price

L-4



- Qty:
-  12 Low volt LED path lights – style/make TBD
 -  5 Low volt LED tree up lights – style/make TBD
 -  2 Low volt transformers



Scale: $\frac{1}{4}" = 1'-0"$

REVISIONS
Draft 1 11/30/18

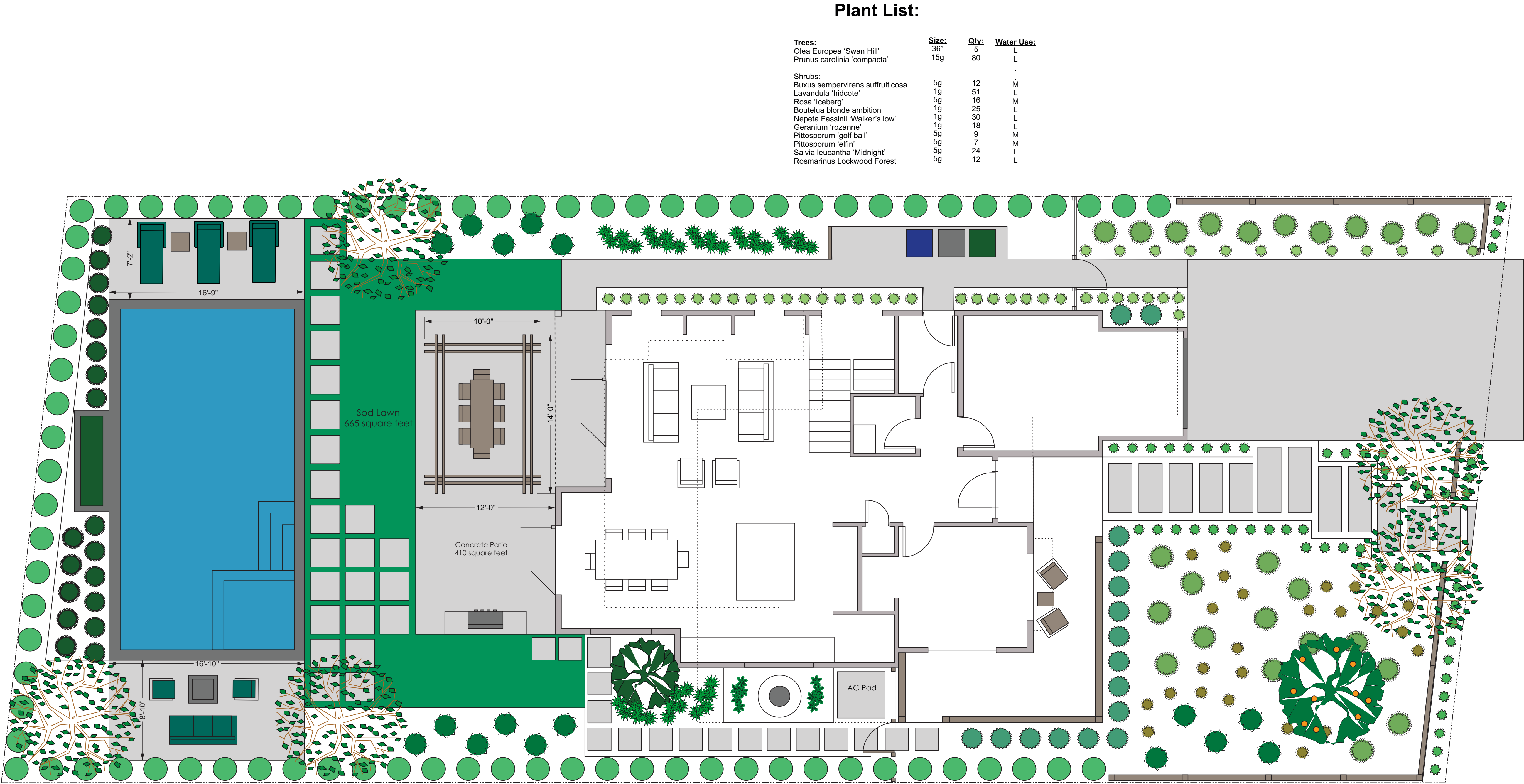
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1443 Stockton Street
St Helena, CA 94574

Lighting Plan
Scale: $\frac{1}{4}" = 1'-0"$
Date: 11/30/2018
Drawn By: Wesley Price

L-5



REVISIONS

Draft 1 11/30/18

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Tel: (707) 252-6319 Fax: (707) 252-2421
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1443 Stockton Street
St Helena, CA 94574

Landscape
Site Plan

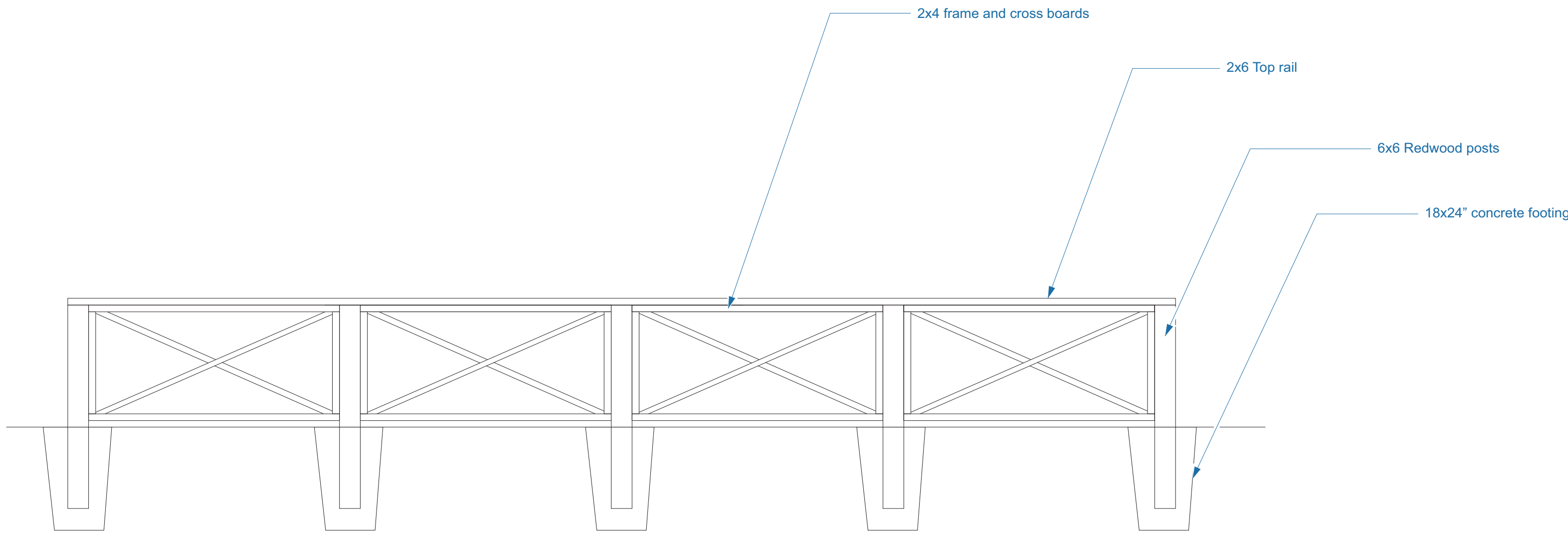
Scale: $\frac{1}{4}" = 1'-0"$

Date: 11/30/2018
Drawn By: Wesley Price

L-6

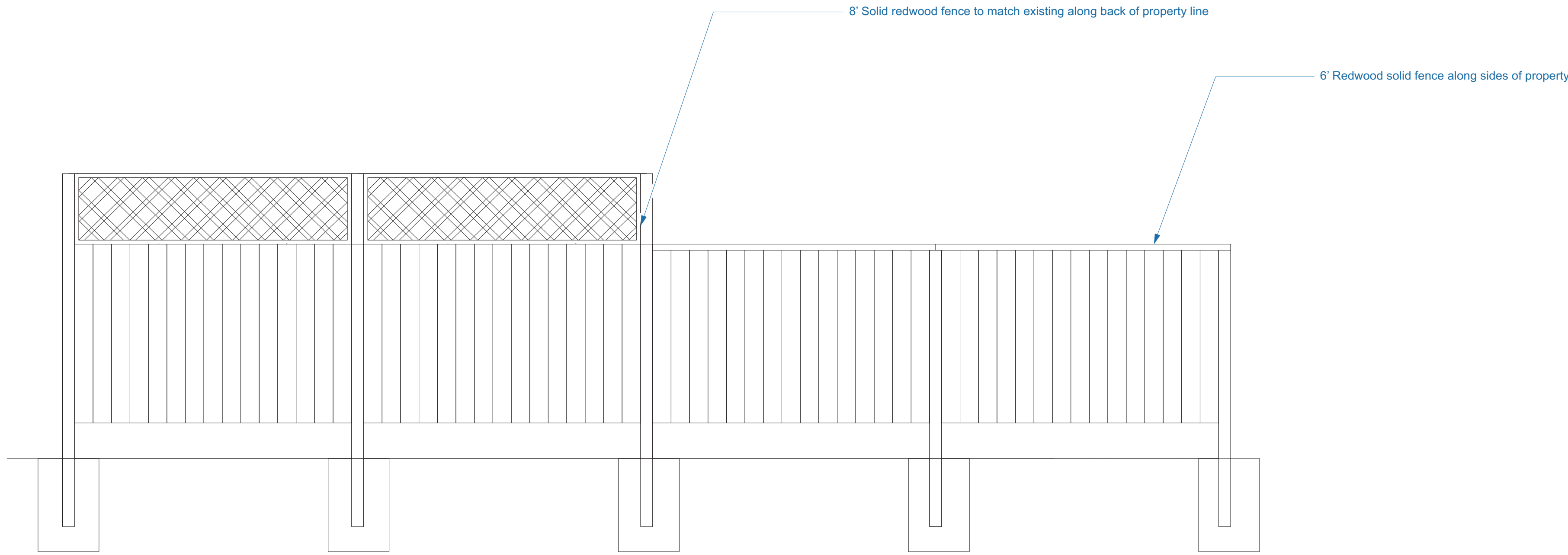


Scale: $\frac{1}{4}" = 1'-0"$



Front Yard Decorative Fence

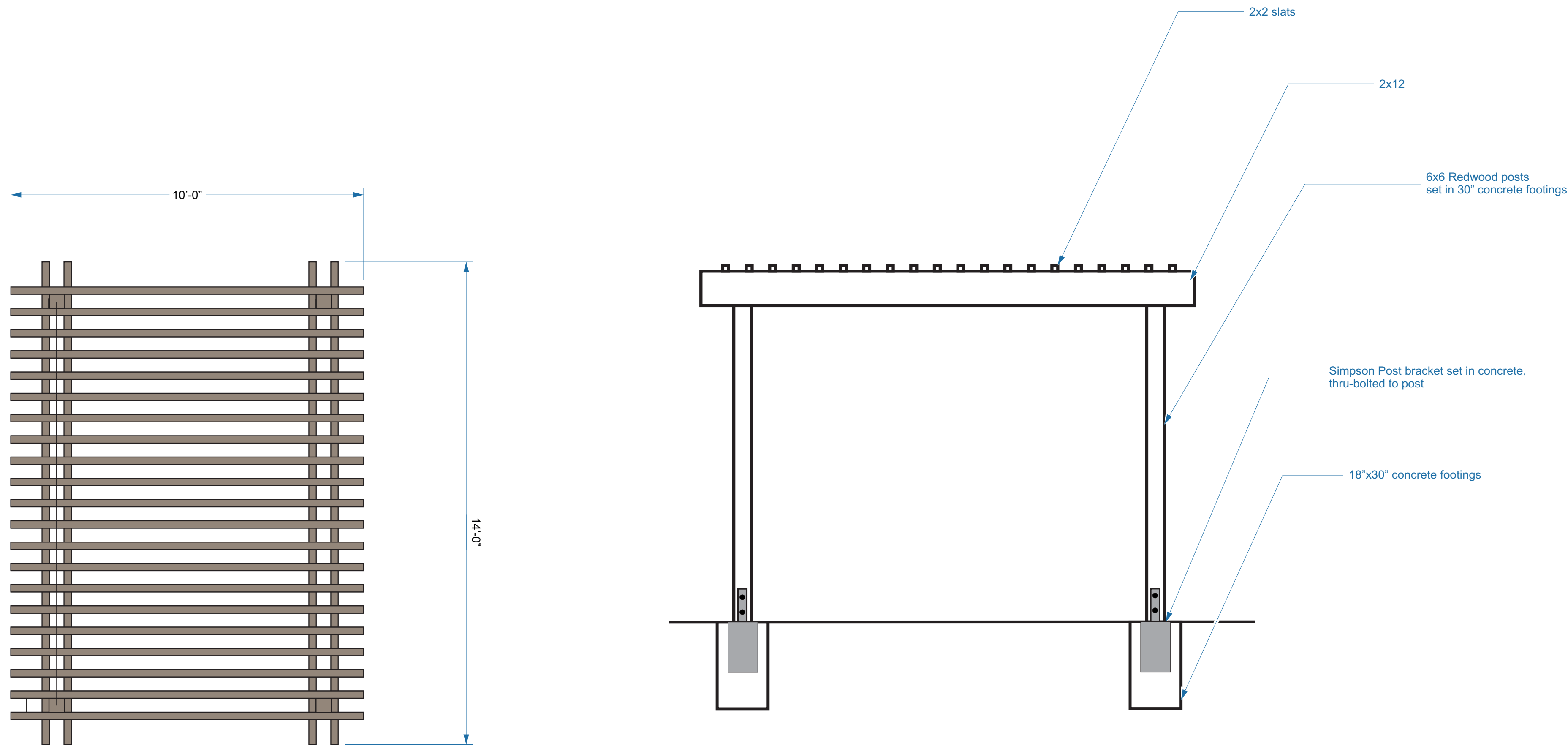
scale: 1/2" = 1'



Back Yard Property Line Fencing

scale: 1/2" = 1'

REVISIONS	
Draft 1 11/30/18	
 Price Landscape Services, Inc. 583 California Boulevard, Napa CA 94559 Tel: (707) 252-6319 Fax: (707) 252-2421 www.pricelandscapeservices.com	1443 Stockton Street St Helena, CA 94574
Fence Detail	
Scale: 1/2" = 1'-0"	
Date: 12/14/2018 Drawn By: Wesley Price	
L-7	



Trellis Design Detail – Final Design TBD
scale: 1/2" = 1'

- Notes:
- 1. Final design still TBD
 - 2. Final construction details to be drawn by Architect.

REVISIONS	
	Draft 1 11/30/18
 Price Landscape Services, Inc. 583 California Boulevard, Napa CA 94559 Tel: (707) 252-6319 Fax: (707) 252-2421 www.pricelandscapeservices.com	
 1443 Stockton Street St Helena, CA 94574	
Trellis Detail	
Scale: 1/2" = 1'-0"	
Date: 12/14/2018 Drawn By: Wesley Price	
L-8	



LEFT SIDE - EAST ELEVATION



RIGHT SIDE - WEST ELEVATION



REAR YARD LOOKING SOUTH



EXISTING RESIDENCE - REAR (SOUTH) ELEVATION



EXISTING RESIDENCE - FRONT/GARAGE ELEVATION



EXISTING RESIDENCE - FRONT/PORCH ELEVATION

City of St Helena, City Hall
Received

JAN 04 2019

1480 Main St.
St Helena, CA 94574

Vitro Residence
1443 Stockton Street, St. Helena
Written Statement for Design Review and Demolition Approval Application

Owners Jenny and Nick Vitro are proposing to tear down the existing residence at 1443 Stockton Street in order to build a larger home with a more functional design and floor plan. The project consists of demolishing an existing one-story, two-bedroom residence with attached one-car garage. The existing structure consists of 1046 square feet of habitable space and approximately 200 square feet of garage. The existing residence has been reviewed by Brunzell Historical and was found not to be an Historical Resource (report attached).

The new residence will be two stories with a building height of 25 feet. The first floor will consist of a living/dining/kitchen great room, a den, half bath, mudroom, entry, closets, and an attached one-car garage. The second floor will have three bedrooms with closets, three bathrooms, a laundry room and hallway. The living area will be 1101 square feet on the first floor and 1104 square feet on the second floor, for a total living area of 2205 square feet, and garage area of 228 square feet. There will be two off-street parking spaces provided; one in the garage and one in the driveway.

The design of the new residence will be a contemporary farmhouse with a covered front porch, double hung windows and board and batten siding. The porches, dormers, and lower roofs will have a 3:12 pitch with standing seam metal roofing. The main roof will have a 7:12 pitch with dark composition shingles. The color of the house will be white with dark gray windows, and doors. (Materials board included.)



Applicant Signature

1/3/19

Date



December 20, 2018

Jenny Vitro
501 Cornell Avenue
San Mateo, California 94402

Subject: Historical Evaluation of the house at 1443 Stockton Street, St. Helena, Napa, California.

Dear Jenny,

The letter report that follows and the DPR 523 forms attached comprise the historical evaluation of the property at 1443 Stockton Street in St. Helena, as required by the City of St. Helena Planning Department.

Methodology

I conducted a site visit on November 6, 2018. The site visit included collecting photographs of all elevations of the house, the parcel, and the neighborhood setting. In order to establish the property's land use history, I conducted research through the property owner, the Napa County Assessor/Recorder's Office, and the St. Helena Public Library as well as online at Ancestry.com and other websites.

Summary of Findings

Because the property is over 50 years old, potential projects trigger a City of St. Helena requirement for historical evaluation under the California Environmental Quality Act (CEQA), since historical resources are considered part of the environment. The purpose of the historical evaluation is to determine whether an age-eligible property meets the criteria for historic listing. Because this work was completed pursuant to CEQA, all resources discovered during the field survey require evaluation for California Register of Historical Resources (CRHR). The property was also evaluated for National Register of Historic Places (NRHP) eligibility.

National Register of Historic Places

In conjunction with the following NRHP criteria, sites must be assessed for integrity of location, design, setting, materials, workmanship, feeling, and association. A site may be considered eligible to the NRHP if it retains sufficient integrity of the elements listed above and it:

- (a) is associated with events that have made a significant contribution to the broad patterns of our history;
- (b) is associated with the lives of persons significant in our past;
- (c) embodies the distinctive characteristics of a type, period, or method of construction, represents the work of a master, possesses high artistic values, or represents a significant or distinguishable entity whose components may lack individual distinction;
- (d) yields, or may be likely to yield, information important to the prehistory or history of the area/region.

California Register of Historical Resources

The CRHR criteria are based on NRHP criteria. For a property to be eligible for inclusion on the CRHR, one or more of the following criteria must be met:

- 1. It is associated with the events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
- 2. It is associated with the lives of persons important to local, California, or national history;

3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values; and/or
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

In addition to meeting one or more of the above criteria, the CRHR requires that sufficient time has passed since a resource's period of significance to "obtain a scholarly perspective on the events or individuals associated with the resources" (CCR 4852 [d][2]). Fifty years is normally considered sufficient time for a potential historical resource, and in order that the evaluation remain valid for a minimum of five years after the date of this report, all resources older than 45 years are typically evaluated. The CRHR also requires that a resource possess integrity. This is defined as the ability for the resource to convey its historical significance through seven aspects: location, setting, design, materials, workmanship, feeling, and association.

Evaluation

The National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) require that a significance criterion from A-D or 1-4 (respectively) be met for a resource to be eligible.

Criterion A/1: 1443 Stockton Street is not associated with events that have made a significant contribution to the broad patterns of our history. It was constructed within the general context of residential development in St. Helena, but research has revealed no significant associations with this or any other important historic context. Therefore, the property is not recommended eligible to the NRHP or CRHR under Criterion A/1.

Criterion B/2: 1443 Stockton Street is not associated with the life of a person important to our history. Research has not revealed that the members of the Constantini/Pina family or any other owners or residents were important to local history. Therefore, it is not recommended eligible to the NRHP or CRHR under Criterion B/2.

Criterion C/3: 1443 Stockton Street is not significant for its architecture or engineering. It is a modest example of a Ranch-style house, thousands of which were constructed throughout California in the 1960s. It lacks architectural or design distinction. Therefore, the property is not recommended eligible to the NRHP or CRHR under Criterion C/3.

Criterion D/4: In rare instances, buildings themselves can serve as sources of important information about historic construction materials or technologies and be significant under Criterion D/4. 1443 Stockton Street does not appear to be a principal source of important information in this regard.

The property does not qualify for historic listing at any level and is not a historical resource under CEQA.

Preparer's Qualifications

I meet the Secretary of Interior's Professional Qualifications for both History and Architectural History. I hold a Master's degree in Public History and have worked in multiple facets of historic preservation and cultural resource evaluation since 2007. My experience includes municipal preservation planning and working as the lead staff member of a non-profit preservation organization. Since 2012, I have worked full-time as a historical consultant, completing dozens of evaluations for CEQA and Section 106 compliance. Additionally, I have completed local and national register nominations, historic context statements, and HAER recordation. The North Bay region is the center of my practice, but I frequently work in the greater Sacramento area and other parts of the Bay Area, and have also completed projects in Southern California, Nevada, Oregon, Puerto Rico, Louisiana, and New York. In addition to my work with historic-period residential, agricultural, and commercial properties for private clients, I have evaluated post offices, military bases, university campuses, hospitals, church properties, and a NASA site. I am listed as a Historian and Architectural Historian on the California Office of Historic Preservation's roster of qualified consultants for every county in California.

Please contact me by phone at 707/290-2918 or e-mail at kara.brunzell@yahoo.com with any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads "Kara L. Brunzell". The signature is written in a cursive style with a large, stylized 'K' and 'B'.

Kara Brunzell, M.A.
Brunzell Historical

Attachments: DPR 523 forms, 1443 Stockton Street, St. Helena, California

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD**

Primary # _____

HRI # _____

Trinomial _____

NRHP Status Code _____

Other Listings _____

Review Code _____ Reviewer _____ Date _____

Page 1 of 5

*Resource Name or # (Assigned by recorder) 1443 Stockton Street

P1. Other Identifier: 1443 Stockton Street

***P2. Location:** ☐ Not for Publication ☒ Unrestricted
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*a. County Napa

***b. USGS 7.5' Quad** St. Helena **Date** 2018 **T** ____; **R** ____; ____ ¼ of Sec ____; ____ **B.M.**

c. Address 1443 Stockton Street City St. Helena Zip 94574

d. UTM: (give more than one for large and/or linear resources) Zone 10; 545841 mE/ 4261685 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

1443 Stockton Street is located in a residential neighborhood south of St. Helena's core. Between the building and sidewalk is a front yard, planted with a large orange tree and a number of smaller trees and shrubs and surrounded by a low wooden fence. The house is L-shaped with a cross-gabled composition shingle roof and a projecting single-car garage on the west side fitted with an articulated metal door. The full-width integral porch has a low wooden railing and a concrete floor and is accessed by a single concrete step. The main entrance is centered on the north (main) elevation and fitted with a partially glazed wood door. Fenestration consists of horizontal vinyl sliding sash. The house is clad in stucco, with brick trim along the bottom of the main elevation. The large back yard has a covered patio adjacent to the house and several mature trees (continued, p. 3).

***P3b. Resource Attributes:** (List attributes and codes) HP2. Single family property

***P4. Resources Present:** ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession #) Photograph 1: North elevation, camera facing southwest, photograph taken November 6, 2018.

***P6. Date Constructed/Age and Sources:**

☒ Historic ☐ Prehistoric ☐ Both

c1964, Napa County Assessor

***P7. Owner and Address:**

Jenny Vitro

501 Cornell Avenue

San Mateo, California 94402

***P8. Recorded by:** (Name, affiliation, address)

Kara Brunzell

1613 B Street

Napa, California 94559

***P9. Date Recorded:** November 16, 2018

***P10. Survey Type:** (Describe) Intensive

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")

***Attachments:** NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record

☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record

☐ Other (list) _____

DPR 523A (1/95)

*Required Information

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD**

Primary # _____
HRI # _____

Page 2 of 5

*NRHP Status Code 6Z

*Resource Name or # (Assigned by recorder) 1443 Stockton Street

B1. Historic Name: 1443 Stockton Street

B2. Common Name: 1443 Stockton Street

B3. Original Use: residence B4. Present Use: residence

*B5. Architectural Style:

*B6. Construction History: (Construction date, alteration, and date of alterations) c1964, original construction
Unknown date after 1985, replacement of original windows and garage door

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features: _____

B9. Architect: Unknown b. Builder: Unknown

*B10. Significance: Theme Area St. Helena, California

Period of Significance N/A Property Type residential Applicable Criteria N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

1443 Stockton Street does not meet the criteria for listing on the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR) and is recommended ineligible for historic listing at any level (see continuation sheet).

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References:

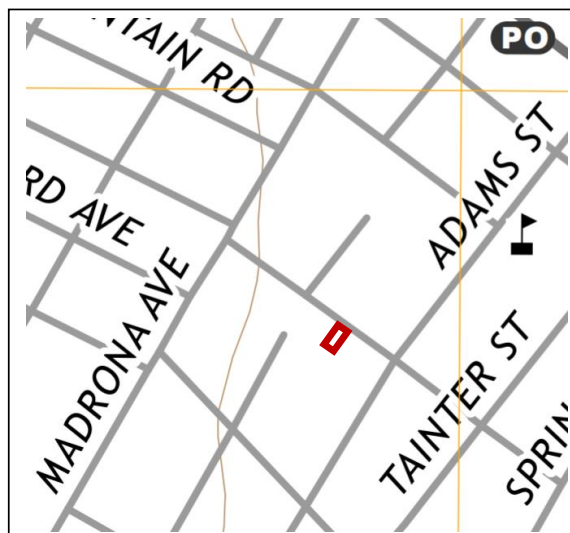
(See Footnotes)

B13. Remarks:

*B14. Evaluator: Kara Brunzell

*Date of Evaluation: November 16, 2018

(This space reserved for official comments)



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 5 *Resource Name or # (Assigned by recorder) 1443 Stockton Street
*Recorded by Kara Brunzell *Date: November 16, 2018 ☒ Continuation ☐ Update

*P3a. Description: (continued)



Photograph 2: North elevation, camera facing west, November 16, 2018.



Photograph 3: Detail, north elevation, front door, camera facing southwest, November 16, 2018.



Photograph 4: North and east elevations, camera facing west, November 16, 2018.



Photograph 5: East elevation, camera facing west, November 16, 2018.



Photograph 6: South elevation, camera facing northeast, November 16, 2018.



Photograph 7: View of backyard, camera facing south, November 16, 2018.

DPR 523B (1/95)

*Required Information

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET**

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 5 *Resource Name or # (Assigned by recorder) 1443 Stockton Street

*Recorded by Kara Brunzell

*Date: November 16, 2018 ☒ Continuation ☐ Update

B10. Significance (continued):

St. Helena

St. Helena was originally home to a group of Native Americans known to Spanish missionaries as the Wappo. Although Napa Valley was within the Sonoma Mission's sphere of influence, the Spanish did not permanently settle in the vicinity. The first European to live in the St. Helena area was Dr. Edward Bale, an English physician who converted to Catholicism and married Maria Ygnacia Soberanes (a niece of Mariano Vallejo). After becoming a Mexican citizen, he received Rancho Carne Humana as a grant from the Mexican government in 1839. The huge land grant encompassed much of northern Napa Valley including the future town sites of Calistoga and St. Helena. Americans began to travel overland to California in the 1840s, and one of the first groups to complete the arduous trek was the Grigsby-Ide Party: at least 20 members of this group reached the Napa-Sonoma area by the end of 1845.¹

California statehood in 1850 drew more American farmers and land speculators to Napa Valley, and about 1853, Henry Still purchased 100 acres on the north side of Sulphur Creek from the Bale estate. The property was at the intersection of Napa Valley's main north-south road and the route to White Sulphur Springs (a natural hot spring that was already an attraction), and Still recognized the potential for a town site centered on the rich agricultural region. In partnership with Charles Walter, Still erected the first building in town, and by the middle of the decade Still and Walter were donating Main Street lots to anyone who would agree to open a business. Upper Napa Valley was at first called Hot Springs Township, and the new town was not named St. Helena until the mid-1850s, when it adopted the name of the recently-founded local Sons of Temperance lodge.²

Early agricultural activities in Napa Valley focused on cattle-grazing and grain production, but beginning in the late 1850s farmers began experimenting with wine grapes. St. Helena's position as a center of agriculture was consolidated when the railroad arrived in 1868. By the 1870s, much of the land surrounding the growing village had been converted to wine production. St. Helena was incorporated as a city in 1876, and reincorporated in 1889. By 1873, it had a school and several churches as well as a thriving commercial district.³

The population of Napa Valley doubled between 1870 and 1880, and by 1880, St. Helena was home to 1,500 residents. The St. Helena district (the area between Yountville and St. Helena) had 7,000 acres of grapevines by this time. As the nineteenth century progressed, St. Helena became the upper valley's most important shipping and commercial center. It also became more diverse as Chinese and then German and Italian immigrants arrived to work in the vineyards.⁴

Napa Valley was America's premier wine region by 1890, but a downturn in prices and an infestation of the phylloxera root louse nearly destroyed the wine industry at the turn of the century. Many growers pulled out wine grapes in the early decades of the twentieth century, replacing them with prunes and walnuts. In 1919, the wine business suffered a further blow when the Volstead Act outlawed the production of alcohol. Only a few local wineries were able to survive Prohibition by producing sacramental wine, and the industry did not begin to recover until after World War II.⁵

Ironically, the modern wine tourism industry was born during Prohibition, when Bay Area residents began driving up to Napa to buy illegal wine. Efforts to preserve agricultural land beginning in the second half of the twentieth century have allowed the town to grow slowly and retain much of its rural nineteenth-century character. Modern St. Helena is a center of both the Napa Valley wine business and the local wine tourism industry.⁶

1443 Stockton Street

James T. and Ethel L. Turner owned the property by the mid-1950s. The house at 1443 Stockton Street appears to have been constructed about 1964. The Turners, who lived next door at 1445 Stockton Street, may have built the house as a speculative investment, although James Turner died in 1964.⁷

¹ Lyman L. Palmer, *History of Napa and Lake Counties, California* (San Francisco: Slocum, Bowen, & Company, 1881), 55-333; Hubert Howe Bancroft, *History of California: 1841-1845* (San Francisco: The History Company, 1886), 578-581.

² C. A. Menefee, *Historical and Descriptive Sketchbook of Napa, Sonoma, Lake and Mendocino* (Napa: Reporter Publishing House, 1873), 186; Lin Weber, *Old Napa Valley: The History to 1900* (St. Helena: Wine Ventures Publishing, 1998), 159.

³ City of St. Helena, *Historic Resources Inventory*, Prepared by Page & Turnbull, Inc., August 2006, 7; Palmer, 335; Menefee, 187.

⁴ William F. Heinz, *Wine Country: A History of Napa Valley* (Santa Barbara: Capra Press, 1990), 162; City of St. Helena, 8.

⁵ Mariam Hansen, *Images of America, St. Helena* (Charleston: Arcadia Publishing, 2010), 96.

⁶ Lin Weber, *Roots of the Present: Napa Valley 1900 to 1950* (St. Helena: Wine Ventures Publishing, 2001), 148-175.

⁷ Deeds on file at the Napa County Assessor; Napa County Directories, 1962; Find a Grave, <https://www.findagrave.com/memorial/48336169> accessed 18 December 2018.

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET**

Primary # _____
HRI # _____

Trinomial _____

Page 5 of 5 *Resource Name or # (Assigned by recorder) 1443 Stockton Street

*Recorded by Kara Brunzell

*Date: November 16, 2018 ☒ Continuation ☐ Update

James (Giacomo) and Theresa Constantini moved into the house in 1964, and appear to have been its first residents. James and Teresa Constantini were born in Italy in the early 1800s and married as young adults. The couple came to Napa County in 1902, where they lived in the Rutherford area and operated a vineyard. Their son Charles was born about 1906, and as an adult was the assistant manager of the local Bank of America and St. Helena's mayor for a time. James and Theresa moved into St. Helena and lived at various addresses before moving to Stockton Street in retirement. Granddaughter Carla Constantini Pina inherited the house after Teresa Constantini's death in 1977. Carla Constantini was born in 1940, the daughter of Charles and Anita Constantini. She graduated from St. Helena High School in 1958, attended college, and then married Frank Pina in 1962. Frank Pina, a St. Helena native, was born in 1935; he worked as a driver for Keller Bros Meats Co. in the 1960s and in maintenance in the 1970s. Carla Pina worked at Bank of America her entire adult life. The couple had three children: Charles, Frank, and Maria. The Pinas may have lived briefly in the Stockton Street house but mostly lived on Grayson Avenue. Carla Pina died in 1998. In 2002, Frank sold the property to Lisa Sambora; Sambora sold it to Jennifer M. and Nicholas Vitro in 2015.⁸

Evaluation:

The National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) require that a significance criterion from A-D or 1-4 (respectively) be met for a resource to be eligible.

Criterion A/1: 1443 Stockton Street is not associated with events that have made a significant contribution to the broad patterns of our history. It was constructed within the general context of residential development in St. Helena, but research has revealed no significant associations with this or any other important historic context. Therefore, the property is not recommended eligible to the NRHP or CRHR under Criterion A/1.

Criterion B/2: 1443 Stockton Street is not associated with the life of a person important to our history. Research has not revealed that the members of the Constantini/Pina family or any other owners or residents were important to local history. Therefore, it is not recommended eligible to the NRHP or CRHR under Criterion B/2.

Criterion C/3: 1443 Stockton Street is not significant for its architecture or engineering. It is a modest example of a Ranch-style house, thousands of which were constructed throughout California in the 1960s. It lacks architectural or design distinction. Therefore, the property is not recommended eligible to the NRHP or CRHR under Criterion C/3.

Criterion D/4: In rare instances, buildings themselves can serve as sources of important information about historic construction materials or technologies and be significant under Criterion D/4. 1443 Stockton Street does not appear to be a principal source of important information in this regard.

The property is not recommended eligible for historic listing and is therefore not a historic resource under CEQA.

⁸ Napa Register, "Obituary, Theresa Constantini," 10 September 1977, 2, "Obituary, Carla Pina," 18 December 1998, 5D; Napa County Assessor; Find a Grave Memorial 23347435, Carla C. Pina, 10 December 2007, accessed 17 December 2018, <https://www.findagrave.com/memorial/23347435> Carla C Pina; United States Federal Census, 1940; City Directory, Napa, California, 1963, 1965, 1967, 1972.

**TERRY TRACY
ARCHITECT**
www.tracyarchitect.com



Date: April 3, 2018

To: City of St. Helena Building Department
1480 Main Street
St. Helena, CA 94575

RECEIVED
PLANNING DEPARTMENT

Re: Vitro Residence
1443 Stockton Street
St. Helena, CA 94574

MAY 03 2019
CITY OF ST HELENA

WATER USE ANALYSIS REPORT

The Vitro Residence is presently a 2-bedroom, 1-bath house. The proposed plan is to demolish the existing residence and rebuild a 4 bedroom and 3-1/2 bath new residence.

Existing indoor water use:

2 bedrooms x 150 gpd = 300 gal

Proposed indoor water use:

fixture	flow rate	flow duration	daily use per occupant	number of occupants		gallons per day
showerheads	2	8	1	8	=	128
sink faucets	1.8	0.25	3	8	=	11
kitchen faucet	1.8	4	1	8	=	58
toilet	1.3	1	3	8	=	31
clothes washer	15	1	0.37	8	=	44
dish washer	12.5	1	0.1	8	=	10
total						282

Existing outdoor water use:

Existing Landscaped (irrigated) Area: 2400 sqft

MAWA for existing: 52,497 gallons/year

ETWU for existing: 46,784 gallons/year = ~128 gallons/day

Proposed outdoor water use:

New Landscaped Area: 2,449 sqft

MAWA for new landscape: 38,346 gallons/year

ETWU for new landscape: 37,427 gallons/year = ~103 gallons/day

The proposed remodel includes providing toilets, showerheads, faucets, and clothes washer with low-flush, low-flow, efficient fixtures meeting the requirements of the California Green Building Code and water efficient landscape. These improvements will result in a net water use decrease per the analysis above.

Sincerely,
Terry Tracy, Architect

P 707.363.1478
F 707.922.0115

1143 Alta Avenue
Napa, CA 94559

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

From: Katalin Kádár Lynn [<mailto:katalin100@gmail.com>]

Sent: Monday, June 03, 2019 8:03 PM

To: Noah Housh

Subject: Commentary PL 19-001 Demolition Permit 1443 Stockton Street

Dear Noah,

Douglas and I are writing you as the near neighbors of 1443 Stockton Street. We received the notice regarding the application of its owners to demolish the present residential structure and replace it with a home more than twice the size of the present residence.

This part of Stockton Street consists mostly of small lots with appropriately scaled small homes. Tearing down a nice stucco home of 1016 feet that is perfectly in scale with most of the residences adjacent and across the street and replacing it with a two story home of 2205 square feet that fills the entire lot seems out of keeping with the nature of the neighborhood. We oppose the demolition and oppose the design of a home of two stories reaching a height of 25' feet. The two homes on either side of 1443 Stockton are bungalows as are the two homes across the street, including our home. This entire block of Stockton Street from Madrona to Adams consists primarily of small, single story homes.

We request that the planning commission ask that this design, due to its scale both in height and square footage be rejected and the owners of 1443 Stockton be asked to reduce their plans to a design more appropriately suited to the neighborhood. We bought our home because the personality of this part of Stockton Street was one of small homes and was family friendly, we don't want to see that change.

Sincerely,

Katalin

Katalin Kádár Lynn PhD & Douglas Gregory Lynn
1440 Stockton Street

From: Connie Wilson <clw1956@comcast.net>
Date: June 10, 2019 at 11:59:28 AM PDT
To: NHoush@cityofstheleena.org
Subject: 1443 Stockton Street Design Review and Demolition

Hello Noah,

I am writing in opposition to the massive size of the proposed design review at 1443 Stockton Street.

I grew up on this block and my mother still lives in our family home. This neighborhood has for the most part withstood the demolitions, new construction and flips that occur all over St. Helena.

An oversized two-story house that is twice the size of the current one does not fit the character of the block. It would be preferable to have the out-of-town applicants submit plans that would complement the style of the neighborhood.

Thank you.

Connie Wilson
1658 Scott Street
St. Helena, CA 94574

Xinia Gamero

From: Vickie Gomez <VickieG@beckstoffervineyards.com> on behalf of Andy Beckstoffer
<AndyB@beckstoffervineyards.com>
Sent: Friday, June 14, 2019 3:05 PM
To: Chris Gustin; Xinia Gamero
Cc: Andy Beckstoffer
Subject: Opposition to Demolition and Rebuild of 1443 Stockton Street, St. Helena, Project #PL19-001

To Whom This May Concern:

We are the owners of 1445 Stockton Street directly adjacent to the proposed demolition and re-build at 1443 Stockton Street. This project is totally out of scale with our neighborhood plus the mechanical requirements and the noise generated by the pool in the back affect our quiet enjoyment of our property and thus we are opposed to this project.

Sincerely,

Andy Beckstoffer

BECKSTOFFER VINEYARDS
PO Box 405 (8600 Conn Creek Rd.)
Rutherford, CA 94573
Ph: 707.963.9471 Fax: 707.963.8849
AndyB@beckstoffervineyards.com



Xinia Gamero

From: Aaron Hecock
Sent: Friday, June 14, 2019 3:10 PM
To: Xinia Gamero
Cc: Chris Gustin
Subject: FW: proposed demolition and rebuilding of Vitro residence at 1443 Stockton St.

FYI. Please print for the PC meeting.

Thanks!

AARON HECOCK, AICP
INTERIM PLANNING AND BUILDING DIRECTOR
City of St. Helena | Planning & Community Improvement Department
1480 Main Street | St. Helena, CA 94574
Direct: (707) 968-2659 | ahecock@cityofsthelena.org | <http://cityofsthelena.org/planning>

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

From: Betty Beckstoffer [<mailto:beckstoffer@gmail.com>]
Sent: Friday, June 14, 2019 3:03 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Subject: proposed demolition and rebuilding of Vitro residence at 1443 Stockton St.

Mr. Hecock,

As a neighbor at 1445 Stockton, I am very concerned about the size of this proposed residence. It seems much too large for this lot and out of character for the neighborhood. Our lots are very close and we are concerned with the proposed equipment which will be right on the lot line and the height of the new residence. I hope you will reconsider any permit for a residence of this size in this St. Helena neighborhood. Thank you for your consideration. Betty Beckstoffer

From: Carolyn Kelperis [<mailto:ckelperis@hotmail.com>]
Sent: Sunday, June 16, 2019 4:08 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Autumn Anderson <AAnderson@cityofsthelena.org>; Bobbi Monnette <BMonnette@cityofsthelena.org>; Daniel Hale <DHale@cityofsthelena.org>; John Ponte <JPonte@cityofsthelena.org>; Lester Hardy <LHardy@cityofsthelena.org>
Subject: PL 19-001 1443 Stockton Demoliton & Design Review

Dear Aaron and Members of the Planning Commission,

As I stated in my response to the original notice for the June 4th hearing, I am the owner of record of APN 009-305-023 which consists of 1421 Stockton Street and 1612 Adams Street. These two homes were constructed in c.1955 by my in-laws, the late George and Hattie Kelperis. They have remained within the same family ownership ever since.

I have reviewed the documents distributed for the rescheduled hearing on June 18, 2019.

While the architectural plans include scale drawings of the proposed replacement home, there is no architectural image (to scale) that depicts this two story dwelling placed between the existing homes on either side (1441 and 1445 Stockton Street). . .or conceptual images from the side and backyards of 1441 and 1445 to show what those residents will be looking at if the two story home is approved and constructed.

Design review must determine if the proposed structure ". . .***is compatible with adjacent development, features a siting, scale, massing and architectural style that is generally consistent with the predominant development patterns, and that does not otherwise detract or negatively affect the established character of the surrounding neighborhood.***"

The packet documents indicate that "***The immediate neighborhood consists of modest, one-story and two-story homes, most dating to the mid to late twentieth century.***"

I would also add that Stockton Street between Spring and Madrona is such a narrow street that parking is only allowed on one side of the street.

Although the setbacks and FAR of the proposed dwelling are conforming, in my opinion, the size, scale and massing do not retain the character of existing residences and will cast extreme privacy issues with its adjacent neighbors.

One has only to view the two story homes that were permitted to be constructed at the end of Stockton closest to Spring Street, to see the result of such massing in relation to modest, single story homes.

I believe a two story home on this parcel would be incompatible with the immediate neighborhood.

Thank you for your consideration.

Sincerely,
Carolyn Kelperis
1615 Main Street
St. Helena, CA 94574

Xinia Gamero

From: Katalin Kádár Lynn <katalin100@gmail.com>
Sent: Monday, June 17, 2019 2:21 PM
To: Aaron Hecock
Cc: Chris Gustin; Xinia Gamero; Douglas Lynn
Subject: Re: Commentary PL 19-001 Demolition Permit 1443 Stockton Street

Dear Aaron,

Doug and I noticed that the discussion regarding the Demolition Permit for 1443 Stockton Street (PL 19-001) has been deferred until tomorrow night and want to make certain that our comments are again included in the packet for the Planning Commission.

You can see the commentary that we submitted for the meeting on June 4 when this issue was originally on the agenda in this email string below. As the issue is now coming up for consideration, we would like to reiterate our position and have our comments included in the packet for tomorrow's meeting.

Thanks so much,

Kati & Doug Lynn
 415 518-1089

Dear Planning Commissioners:

While there may not be architectural significance in the present structure at 1443 Stockton, the present home is in scale with the neighborhood. The proposed home is out of scale - more than two times the size of the present home. The next door neighbors will encounter privacy issues having a large two story home next to their two cottages and noise issues with the pool equipment next to the house to the north and the A/C Pad on the south. The house behind 1443 that is literally on the property line will also have loss of privacy and noise issues.

We would be most appreciative if the views of the near neighbors as well as the next door neighbors be considered in evaluating these plans. We do not want the character of our neighborhood, with small single story homes that is family friendly to forever be altered.

*Sincerely
 Katalin*

*Katalin Kádár Lynn PhD & Douglas G. Lynn
 1440 Stockton Street*

On Jun 4, 2019, at 8:56 AM, Katalin Kádár Lynn <katalin100@gmail.com> wrote:

Thanks so much Noah!

We appreciate your including our comments in the packet for the Planning Commission.

all the best,

Katalin

On Jun 4, 2019, at 8:45 AM, Noah Housh <NHoush@cityofsthelelena.org> wrote:

Katalin and Douglas,

Thank you for your comments on this project. A copy will be provided to the Planning Commission for their review prior to acting on the requested Demolition and Design Review.

NOAH HOUSH
PLANNING & COMMUNITY IMPROVEMENT DIRECTOR
City of St. Helena | Planning & Community Improvement Department
1480 Main Street | St. Helena, CA 94574
Direct: (707) 968-2659 | NHoush@cityofsthelelena.org |
<http://cityofsthelelena.org/planning>

*Please be aware that City Hall is now closed from noon-1:00 pm for lunch.

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

From: Katalin Kádár Lynn [<mailto:katalin100@gmail.com>]
Sent: Monday, June 03, 2019 8:03 PM
To: Noah Housh
Subject: Commentary PL 19-001 Demolition Permit 1443 Stockton Street

Dear Noah,

Douglas and I are writing you as the near neighbors of 1443 Stockton Street. We received the notice regarding the application of its owners to demolish the present residential structure and replace it with a home more than twice the size of the present residence.

This part of Stockton Street consists mostly of small lots with appropriately scaled small homes. Tearing down a nice stucco home of 1016 feet that is perfectly in scale with most of the residences adjacent and across the street and replacing it with a two story home of 2205 square feet that fills the entire lot seems out of keeping with the nature of the neighborhood. We oppose the demolition and oppose the design of a home of two stories reaching a height of 25' feet. The two homes on either side of 1443 Stockton are bungalows as are the two homes across the street, including our home. This entire block of Stockton Street from Madrona to Adams consists primarily of small, single story homes.

We request that the planning commission ask that this design, due to its scale both in

height and square footage be rejected and the owners of 1443 Stockton be asked to reduce their plans to a design more appropriately suited to the neighborhood. We bought our home because the personality of this part of Stockton Street was one of small homes and was family friendly, we don't want to see that change.

Sincerely,

Katalin

Katalin Kádár Lynn PhD & Douglas Gregory Lynn
1440 Stockton Street

Xinia Gamero

From: Aaron Hecock
Sent: Monday, June 17, 2019 8:09 AM
To: Xinia Gamero
Cc: Chris Gustin
Subject: FW: PL 19-001 1443 Stockton Demoliton & Design Review

FYI.



AARON HECKOCK, AICP
INTERIM PLANNING AND BUILDING DIRECTOR
 City of St. Helena | Planning & Community Improvement Department
 1480 Main Street | St. Helena, CA 94574
 Direct: (707) 968-2659 | ahecock@cityofsthelena.org | <http://cityofsthelena.org/planning>

From: Carolyn Kelperis [mailto:ckelperis@hotmail.com]
Sent: Sunday, June 16, 2019 4:08 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Autumn Anderson <AAnderson@cityofsthelena.org>; Bobbi Monnette <BMonnette@cityofsthelena.org>; Daniel Hale <DHale@cityofsthelena.org>; John Ponte <JPonte@cityofsthelena.org>; Lester Hardy <LHardy@cityofsthelena.org>
Subject: PL 19-001 1443 Stockton Demoliton & Design Review

Dear Aaron and Members of the Planning Commission,

As I stated in my response to the original notice for the June 4th hearing, I am the owner of record of APN 009-305-023 which consists of 1421 Stockton Street and 1612 Adams Street. These two homes were constructed in c.1955 by my in-laws, the late George and Hattie Kelperis. They have remained within the same family ownership ever since.

I have reviewed the documents distributed for the rescheduled hearing on June 18, 2019.

While the architectural plans include scale drawings of the proposed replacement home, there is no architectural image (to scale) that depicts this two story dwelling placed between the existing homes on either side (1441 and 1445 Stockton Street). . .or conceptual images from the side and backyards of 1441 and 1445 to show what those residents will be looking at if the two story home is approved and constructed.

Design review must determine if the proposed structure ". . .***is compatible with adjacent development, features a siting, scale, massing and architectural style that is generally consistent with the predominant development patterns, and that does not otherwise detract or negatively affect the established character of the surrounding neighborhood.***"

The packet documents indicate that "***The immediate neighborhood consists of modest, one-story and two-story homes, most dating to the mid to late twentieth century.***"

I would also add that Stockton Street between Spring and Madrona is such a narrow street that parking is only allowed on one side of the street.

Although the setbacks and FAR of the proposed dwelling are conforming, in my opinion, the size, scale and massing do not retain the character of existing residences and will cast extreme privacy issues with its adjacent neighbors.

One has only to view the two story homes that were permitted to be constructed at the end of Stockton closest to Spring Street, to see the result of such massing in relation to modest, single story homes.

I believe a two story home on this parcel would be incompatible with the immediate neighborhood.

Thank you for your consideration.

Sincerely,
Carolyn Kelperis
1615 Main Street
St. Helena, CA 94574

STOCKTON STREET SURVEY BETWEEN SPRING AND MADRONA

HOMES FACING STOCKTON STREET BTW SPRING & TANTER				HOMES FACING STOCKTON BETWEEN ADAMS & MADRONA			
ADDRESS	SINGLE STORY	TWO STORY	COMMENTS	ADDRESS	SINGLE STORY	TWO STORY	COMMENTS
1209	X			1421	X		
1213		X		1430	X		VAULTED CEILING
1219		X		1434	X		
1227	X			1440	X		
1230		X		1441	X		
1240	X			1443	X		
1243		X	UPPER ATTIC & FULL BASEMENT	1445	X		
1248	X			1450	X		
1256	X			1457	X		
1257	X			1467	X		
TANTER ST. INTERSECTS HERE				PINE ST. INTERSECTS EVEN# ADDRESSES			
1305	X			1504		Partial 2nd X →	SMALL DORMER BD W/ BA
1318	X			1505		X →	FINISHED ATTIC FOR STORAGE
1321	X			1511	X		
1328		X		1512	X		
1331		X		1515	X		
1334		X	1 BD 2ND DWELLING ABOVE GARAGE	1516	X		
1348		X		1525	X		
1362		X	BUILDING IN REAR IS TWO STORY	1530		X	
SIDE OF PROPERTIES FACE STOCKTON				SIDE OF PROPERTIES FACE STOCKTON			
1556 SPRING		X	GARAGE ACCESS ON STOCKTON	1552 ADAMS	X		GARAGE ACCESS ON STOCKTON
1556 TANTER		X		1600 ADAMS	X		GARAGE ACCESS ON STOCKTON
1611 ADAMS		X	GARAGE ACCESS ON STOCKTON	1565 PINE	X		
				1611 MADRONA		X	GARAGE ACCESS ON STOCKTON
TOTALS	9	10		TOTALS	18	4	

6/18/2019 Carolyn Kelperis by Walk & Observation + Zillow.com and

SH PL 18-026 1504 Stockton St. Response to April 24th PI Dept Letter - MacNeil Residence Remodel.pdf

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

From: andrew Beckstoffer [<mailto:beckstoffer@gmail.com>]

Sent: Monday, November 04, 2019 11:51 AM

To: Aaron Hecock <ahecock@cityofsthelena.org>

Cc: Carolyn Kelperis <ckelperis@hotmail.com>; Kati Lynn <Katalin100@gmail.com>

Subject: Re: 1443 Stockton St.

Dear Commissioner Aaron Hecock

As an immediate neighbor at 1445 Stockton St., I am writing to once again express my concern for the remodel at 1443 which will come before the planning commission on Tuesday night. Unfortunately, we are unable to attend the meeting, but are very concerned about the size of this project and the effect it will have on our neighborhood. We invested in the charm of St. Helena in the hopes that it would always retain the history and beauty of the "old little cottage" feeling which is so pleasing and what makes St. Helena so appealing and attractive to those who look for this town charm and neighborhood feeling.

I hope you will consider these thoughts about preserving the small town feeling of St. Helena by not allowing inappropriate, new housing to fill the small lots and invade the privacy of neighbors in these small cottage homes. Thank You, Betty Beckstoffer, 1445 Stockton St.

From: "Carolyn Kelperis" <ckelperis@hotmail.com>
To: "Aaron Hecock" <ahecock@cityofsthelena.org>
Cc: "Lester Hardy" <LHardy@cityofsthelena.org>, "John Ponte" <JPonte@cityofsthelena.org>, "Daniel Hale" <DHale@cityofsthelena.org>, "Autumn Anderson" <AAnderson@cityofsthelena.org>, "Bobbi Monettee" <matildabologne@yahoo.com>
Subject: PL 19-001 1443 Stockton Street

Dear Aaron and Members of the Planning Commission,

I've been reviewing the documents for the 1443 Stockton project that is scheduled for the continued hearing tonight. (The image numbers noted in my text below and my attachments to this message, refer to the PDF pages if one prints from the packet.)

In rereading the documents included in the packet for the PL 19-001 item, I note that the Parcel map of the attachment to the agenda highlights other two story homes in the "neighborhood". Page 13 depicts other two story homes, none of which are on the narrow portion of Stockton Street between Spring and Madrona.

In my opinion, the ***impacted neighborhood*** is the narrow portion of Stockton Street between Adams and Madrona--in particular, Adams to Pine Streets. The parcel map depicted on Page 12 conveniently ignores the homes fronting on the opposite side of Stockton Street.

I've created an additional parcel map from the GIS.napa.ca.gov website that includes the homes on the even numbered side of Stockton Street. As Kati Lynn (1440 Stockton) noted in her recent letter, " *There is NO other two story home on Stockton Street between Adams and Pine.*"

I believe that if this project is approved it will change the character of this narrow street and set a precedent for future demolitions and remodels. I don't want to see this neighborhood replicate the portion of Stockton Street between Spring and Tainter.

Sincerely,
Carolyn Kelperis
1615 Main Street
St. Helena, CA 94574
(Owner 1421 Stockton-1612 Adams Streets)

Parcel Map of Area



Highlighted = 2 story house

Key

Red = Subject Property

7/9/12

1443 Stockton Street - Vitro

New Construction Projects in the Neighborhood



1443 Stockton – Proposed



1401 Allyn Ave. – In Progress



1645 Vineyard Ave – Completed 2018



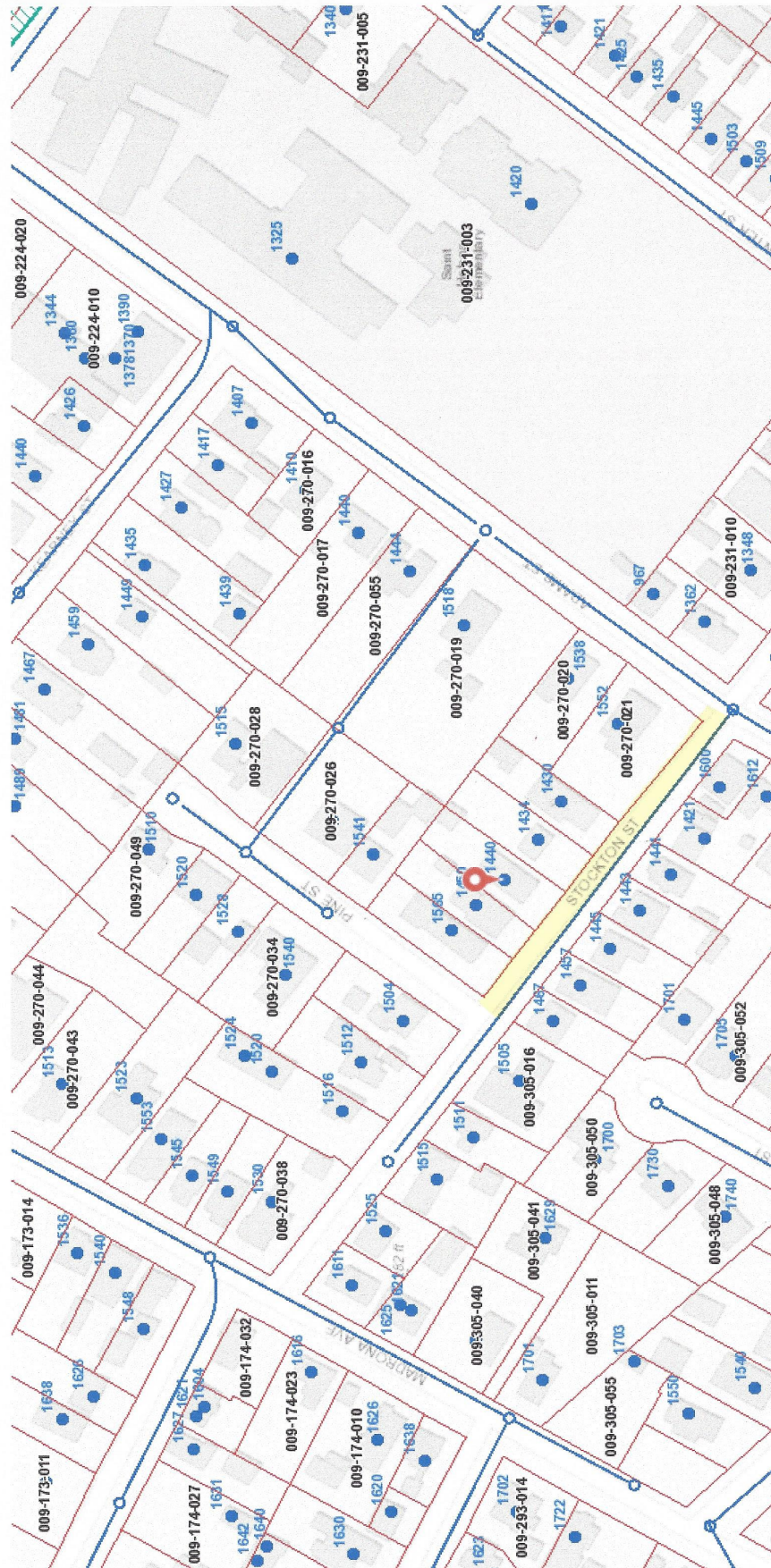
1242 Allyn Ave. – Completed 2018



1620 Scott Street – completed 2016



1842 Pine Street – Completed 2015



St. Helena California Parcel Map
 Stockton Street Adams - Pine
 1440 Stockton
 (Lynn residence red pointer)

From: Katalin Kádár Lynn <katalin100@gmail.com>
Sent: Monday, November 4, 2019 2:19 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Betty Beckstoffer <beckstoffer@gmail.com>; andrew Beckstoffer <beckstoffer@gmail.com>; Carolyn Kelperis <ckelperis@hotmail.com>; Connie Wilson <clw1956@comcast.net>; Doug Lynn <hedgie17@gmail.com>
Subject: November 5 Planning Commission Meeting

Dear Commissioner Hecock,

Below you will find our letter to the planning commission for tomorrow's meeting. We are sorry to not be able to attend the meeting but both Doug and I are out of state.

We would like to express our disappointment that the Staff Report recommends approval of the plans submitted for demolition and construction of a new residence at 1443 Stockton.

In reading through the report it seems that the following issues seem not to have been considered.

1. Stockton is a very narrow street with parking only on one side. (unlike the streets of the other new homes in the illustrations offered in the Vito Plan) Any major new construction on a small lot will mean that on street parking will be seriously impacted as will street access. Commercial, construction vehicles will impede the flow of traffic on Stockton as there is no way for two way traffic to proceed if construction vehicles are involved.

2. In the Design Review Point C. 4 It states that *the project is consistent and compatible with the surrounding properties and neighborhood.*

There is NO other two story home on Stockton Street between Adams and Pine. The plan is for construction of a two story home.

3. In the Design review C. 6. It states that the *proposed home will blend in with the existing and future construction.* That may be true in the future, but it certainly is not at the present. And while the elevation drawings show the property partially hidden by trees, it is still obviously out of scale with the rest of the our portion of Stockton Street.

Katalin Kádár Lynn

Dear Planning Commissioners:

While there may not be architectural significance in the present structure at 1443 Stockton, the present home is in scale with the neighborhood. There are no two story homes on Stockton Street between Adams and Pine. The proposed home is two story and out of scale - at 2433 square feet -more than two times the size of the present home. The elevations submitted by the owners show their house hidden by vegetation but regardless the two story home will not be consistent with the other homes adjacent to it. 1441 Stockton is 1036 square feet while 1445 Stockton is a home with 1292 square feet. All are on small lots 1441 is 6279 sq feet, 1443 is 6500 and 1445 is 7405 respectively. A home of 2433 square feet will loom over the neighboring cottages.

The next door neighbors will encounter privacy issues having a large two story home next to their two cottages and noise issues with the pool equipment next to the house to the north and the A/C Pad on the south. The house behind 1443 that is literally on the property line will also have loss of privacy and noise issues.

We, the near neighbors will also be affected by the construction traffic on a street that is so narrow that we are allowed only one side of the street parking. Nothing can be done to mitigate the traffic and safety issues that will arise as a result of this construction being approved.

We are deeply disappointed that the Staff Report recommends approval of this plan as it is clear that concerns of near neighbors as well as next door neighbors are not being addressed.

As you can read in Carolyn Kelperis and Andy and Betty Beckstoffer's letters, we the present owners of homes nearby do not want the character of our neighborhood and it's family friendly charm to forever be altered by approval of this plan. We respectfully request that the planning commission not approve the plans for 1443 Stockton as they have been submitted.

*Sincerely
Katalin*

*Katalin Kádár Lynn PhD & Douglas G. Lynn
1440 Stockton Street*

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

From: Connie Wilson <clw1956@comcast.net>
Sent: Monday, November 4, 2019 2:15 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Subject: 1443 Stockton Street

Dear Planning Commissioners,

I am unable to attend the PC meeting on November 5, but I wish to reiterate my opposition to the demolition and new construction submitted for review at 1443 Stockton Street.

This plan is too large for the surrounding neighborhood at two stories and the large footprint.

I hope that you consider keeping the remaining untouched neighborhoods with the style of the original architectures.

Thank you.

Connie Wilson
1658 Scott Street
St. Helena, CA 94574



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: OLD BUSINESS

Subject: Introduction and first reading of an Ordinance Amending Title 9 of the St. Helena Municipal Code to repeal Chapter 9.12 (Curfew)

CEQA Not a CEQA project
Determination:

Prepared By: Chris Hartley, Chief of Police

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On November 13, 2018, the City Council of the City of St. Helena received a staff report on public input concerning the City's use and enforcement of the Curfew Ordinance. The City Council adapted an ordinance authorizing the city to suspend the ordinance by resolution (2018-175), pending a police study on the effectiveness of the Curfew Ordinance.

DISCUSSION

The police study showed that the City has not issued a citation for the violation of the Curfew Ordinance in the last decade. On November 12, 2019, staff presented a report to the City Council on the impact of the suspension of the Curfew Ordinance, and recommended that Police utilize reasonable suspicion and/or probable cause, instead of a curfew violation, as a basis for detaining a citizen, whether the person is an adult or juvenile. Direction was provided to repeal the City's curfew ordinance.

FISCAL IMPACT

None

RECOMMENDED ACTION

Hold first reading and introduce the ordinance by title only to repeal Chapter 9.12 of Title 9 of the St. Helena Municipal Code.

ATTACHMENTS

[ST HELENA_ Ordinance Repealing Curfew of Minors-c1](#)

CITY OF ST. HELENA

ORDINANCE NO.

**AMENDING TITLE 9 OF THE ST. HELENA MUNICIPAL CODE TO REPEAL
CHAPTER 9.12 RELATED TO CURFEW**

WHEREAS, the City of St. Helena's Curfew Ordinance, codified in Chapter 9.12 of Title 9 of the St. Helena Municipal Code, prohibits minors from being in outdoor public places between 10 p.m. and sunrise, unless accompanied by, or running an errand for, a parent or guardian; traveling to and from employment, school, or a cultural or recreational event; or, responding to an emergency; and,

WHEREAS, minors who violate, and parents and guardians who allow minors to violate, the Curfew Ordinance are guilty of an infraction; and

WHEREAS, on November 13, 2018, the City Council of the City of St. Helena received a staff report and public input concerning the City's use and enforcement of the Curfew Ordinance; and

WHEREAS, the City has not issued a citation for a violation of the Curfew Ordinance in the past decade, and the public raised concerns that the Curfew Ordinance violates the U.S. Constitution; and

WHEREAS, on January 8, 2019, the City Council adopted an ordinance authorizing the City Council to suspend by resolution the Curfew Ordinance; and,

WHEREAS, the City Council approved Resolution 2018-175, which suspended the enforcement of said Curfew Ordinance; and

WHEREAS, on November 12, 2019, staff presented a report to the City Council on the impact of the suspension of the Curfew Ordinance, and recommended that police utilize reasonable suspicion and or probable cause, instead of a curfew violation, as a basis for detaining any citizen, whether that person is an adult or juvenile; and

WHEREAS, the City Council desires to repeal Chapter 9.12 of the Municipal Code.

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

SECTION 1: Repeal of Chapter 9.12. Chapter 9.12 of Title 9 of the St. Helena Municipal Code is hereby repealed in its entirety.

SECTION 2: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the

names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2020, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2020, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2020. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2020, by the following vote:

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



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: OLD BUSINESS

Subject: Introduction and first reading of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At a Special City Council meeting on December 12, 2019, City Council adopted Resolution 2019-136 expressing safety recommendations to the Napa County Board of Supervisors related to the Pratt Avenue Bridge reopening. The intent was for the County to continue to work with the City to study the traffic conditions and potential safety limitations of the Pratt Avenue and Silverado Trail intersection including considerations about vehicle size restrictions on the bridge, turning movements to and from the bridge, and the need for flashing advanced warning signs on Silverado Trail.

On February 11, 2020, the Napa County Board of Supervisors adopted a resolution restricting commercial trucks over five tons from utilizing the Pratt Avenue Bridge. In addition, the County staff report discussed a cost sharing arrangement whereby the City of St. Helena would purchase and Napa County would install and maintain flashing beacons on Silverado Trail to warn motorists of the upcoming Pratt Avenue intersection. The activity did not require Board action, but the Roads Department was supportive and

stated they would work with the City to move forward unless otherwise directed by the Board. The Board did not direct otherwise.

DISCUSSION

The County's weight restriction on Pratt Avenue Bridge will not take affect until the City enacts a similar ordinance and posts signs on the bridge in a similar manner. City staff has attached the proposed City Ordinance for establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena. The proposed ordinance includes the following additions to the City's Municipal Code Section Chapter 10.20:

- No commercial vehicle over five tons may be operated on or pass over the Pratt Avenue Bridge. However, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities or pursuant to an exception set forth in Vehicle Code section 35701.
- The City Council finds and determines that:
 - The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the City of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
 - The Pratt Avenue Bridge is 19 feet wide and 120 feet long and has no sidewalks or shoulders.
 - The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.
- Purpose. The purpose of this section is to prevent oversized vehicles from crossing the Pratt Avenue Bridge. The bridge was not designed to accommodate oversized vehicular traffic. There are several alternative routes into the City of St. Helena and restricting oversized vehicular traffic will not impact access or egress into the city limits.
- Private Right of Action. Any person or organization aggrieved by a violation of any provision of this section shall have the right to file an action for injunctive relief and/or damages.

Section 21101 of the California Vehicle Code authorizes cities to place restrictions on the type of vehicles on highways and bridges in its jurisdiction, and Section 35701 of the California Vehicle Code authorizes cities to prohibit the use of a street by any vehicle exceeding a maximum gross weight provided adequate signs are erected.

FISCAL IMPACT

Any new regulatory signage to implement truck restrictions would be minimal (<\$200) and absorbed in the Fiscal Year 2019-20 Street Operations budget. The only request to date from the County was to pay for the signage cost of the lighted intersection warning signs which should be approximately \$5,000 or less for two signs and assistance with sweeping the bridge prior to reopening which can be absorbed by the City's Street Operations budget.

RECOMMENDED ACTION

Introduction and first reading of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions of commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

ATTACHMENTS

[Attachment 1: Pratt Bridge Weight Restriction Ordinance](#)

[Attachment 2: Resolution 2019-136 Safety Recommendations to Napa County Board of Supervisors Related to the Pratt Bridge Re-Opening](#)

[Attachment 3: February 11, 2020 County of Napa Staff Report](#)

[Attachment 4: County Resolution 2020-17 Limitations on Pratt Avenue Bridge Public Works](#)

CITY OF ST. HELENA

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA,
CALIFORNIA, ADDING SECTION 10.20.040 TO CHAPTER 10.20, TITLE 10 OF THE
CITY OF ST. HELENA MUNICIPAL CODE, REGARDING THE ESTABLISHMENT
OF WEIGHT RESTRICTIONS OF COMMERCIAL VEHICLES USING PRATT
AVENUE BRIDGE WITHIN THE CITY OF ST. HELENA**

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

SECTION 1. Findings.

The City Council finds as follows:

- A. Section 21101 of the California Vehicle Code authorizes cities to place restrictions on the type of vehicles on highways and bridges in its jurisdiction, and Section 35701 of the California Vehicle Code authorizes cities to prohibit the use of a street by any vehicle exceeding a maximum gross weight provided adequate signs are erected.
- B. The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the city of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
- C. The Pratt Avenue Bridge is 19 feet wide and one hundred twenty (120) feet long and has no sidewalks or shoulders.
- D. The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.

SECTION 2. Compliance with CEQA.

For purposes of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), a “project” is defined in State CEQA Guidelines Section 15378 (a) as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The City Council hereby finds that the action to adopt this ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt this ordinance was deemed to be a project subject to CEQA, the City Council finds the proposed ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with

certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Adding Section 10.20.040 to Chapter 10.20 of Title 10 of the City of St. Helena Municipal Code.

Section 10.20.040 to Chapter 10.20 of Title 10 of the City of St. Helena Municipal Code is hereby added to read as set forth in the attached Exhibit A.

SECTION 4. Severability.

The City Council hereby declares every section, paragraph, sentence, cause and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 6. General Plan Consistency.

This ordinance is consistent with the City of St. Helena General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 25th day of February, 2020, and was adopted at a regular meeting of the St. Helena City Council on the __th day of ____, 2020, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring _____

Councilmember Koberstein: _____

Councilmember Chouteau: _____

Councilmember Knudsen: _____

APPROVED:

Geoff Ellsworth, Mayor

Exhibit A

10.20.040 Special load limits on Pratt Avenue Bridge

A. No commercial vehicle over 5 tons may be operated on or pass over the Pratt Avenue Bridge. However, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities or pursuant to an exception set forth in Vehicle Code section 35701.

B. The city council finds and determines that:

1. The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the city of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
2. The Pratt Avenue Bridge is 19 feet wide and one hundred twenty (120) feet long and has no sidewalks or shoulders.
3. The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.

C. Purpose. The purpose of this section is to prevent oversized vehicles from crossing the Pratt Avenue Bridge. The bridge was constructed in 1921 and was not designed to accommodate oversized vehicular traffic. There are several alternative routes into the city of St. Helena and restricting oversized vehicular traffic will not impact access or egress into the city limits.

D. Private Right of Action. Any person or organization aggrieved by a violation of any provision of this section shall have the right to file an action for injunctive relief and/or damages.

CITY OF ST. HELENA

RESOLUTION NO. 2019-136

Resolution Expressing City Council Safety Recommendations to the Napa County Board of Supervisors Related to the Pratt Bridge Re-opening

RECITALS

- A. During the 2017 winter storms a major slide on Silverado Trail required the temporary closure of Pratt Avenue Bridge until such time that repairs could be made permanently by the County of Napa. The 2017 storms were declared a natural disaster and the County has spent the past couple of years in design, permitting, and meeting other funding obligations in order to construct the project this year; and
- B. The City's jurisdiction generally ends as an eastbound driver crosses the Pratt Avenue Bridge over the Napa River. Therefore, the County Public Works Director, County Executive Officer, and the Board of Supervisors are the authority for implementing improvements on Silverado Trail and at the intersection of Pratt Avenue; and
- C. On September 10, 2019, City Council discussed the re-opening of Pratt Avenue Bridge and directed the City Public Works Director to send a letter to the County of Napa Public Works Director requesting truck restrictions on the Pratt Avenue Bridge and traffic safety improvements for the Pratt Avenue and Silverado Trail intersection in advance of the re-opening; and
- D. In September 2019, the proposed safety improvements from the City included restricting left turning movements from both Pratt Avenue and northbound Silverado Trail, truck restrictions on Pratt Avenue Bridge similar to the City's St. Helena Municipal Code 10.020.030 Special load/size limits on Pope Street Bridge, and the installation of lighted intersection warning signage alerting motorists on Silverado Trail in both the north and southbound directions approaching Pratt Avenue; and
- E. On September 10, 2019, the City's Public Works Director sent the County Public Works Director a letter addressing City Council's safety recommendations in advance of the Pratt Avenue Bridge re-opening and continued corresponding with the County for several months; and
- F. The County never formally addressed the City's request at a County Board of Supervisors meeting; and

- G. On November 26, 2019, City Council asked a resolution be brought forward for approval expressing City Council safety recommendations to the Napa County Board of Supervisors related to the Pratt Avenue Bridge re-opening; and
- H. On December 10, 2019, a petition with approximately 38 signatures from residents of the City's Crinella Park subdivision and Pratt Avenue was submitted to the City Clerk requesting safety improvements to be implemented prior to the bridge re-opening, a copy of this petition is available as Attachment 2 to the December 12, 2019, City Council Special Meeting; and
- I. The City desires to continue to work with the County to study the traffic conditions and potential safety limitations of the Pratt Avenue and Silverado Trail intersection including considerations about vehicle size restrictions on the bridge, turning movements to and from the bridge, and the need for flashing advanced warning signs on Silverado Trail; and
- J. The County currently plans to reopen the Pratt Avenue Bridge on Friday, December 13, 2019.

RESOLUTION

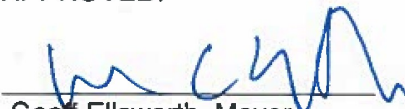
NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council requests the County Board of Supervisors to timely consider and take action on the City's safety requests related to turning movements at the intersection, vehicle size restrictions on the Pratt Avenue Bridge, and lighted advanced warning signs on Silverado Trail.
- 2. The City Council requests the County of Napa Public Works Director to seek direction to suspend opening the Pratt Avenue Bridge until the County of Napa and City of St. Helena resolve, take action on, and implement the City's safety requests.
- 3. The City Council affirms the City of St. Helena's commitment to work with the County of Napa to expedite resolution of the City's safety requests.

Approved at a Special Meeting of the St. Helena City Council on December 12, 2019, by the following vote:

Mayor Ellsworth:	<u>Yes</u>
Vice Mayor Dohring:	<u>Absent</u>
Councilmember Koberstein:	<u>Yes</u>
Councilmember Chouteau:	<u>Yes</u>
Councilmember Knudsen:	<u>Yes</u>

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



Xinia Gamero for
Cindy Tzafopoulos



A Tradition of Stewardship
A Commitment to Service

Agenda Date: 2/11/2020

Agenda Placement: 6T

NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works
Public Works

REPORT BY: Steven Lederer, Director, Public Works - 259-8228

SUBJECT: Establishment of Commercial Vehicles Limitations on Pratt Avenue Bridge

RECOMMENDATION

Director of Public Works requests adoption of a resolution prohibiting commercial vehicles over five (5) tons from using the Pratt Avenue Bridge in order to promote safer traffic conditions.

EXECUTIVE SUMMARY

Section 35706 of the California Vehicle Code authorizes a local authority to reduce the permissible weight of vehicles and loads upon county bridges within its jurisdiction. At the request of the City of St. Helena, Public Works staff have analyzed the Pratt Avenue Ave. Bridge and recommend that commercial vehicles over 5 tons be excluded from using the bridge. The Pratt Avenue Bridge is a narrow two-lane bridge with no sidewalks or shoulders that connects Silverado Trail to Pratt Avenue in the City of St. Helena. The design of the bridge makes it difficult for oversize vehicles to drive on the bridge without driving over the center-line of the roadway. If approved, the exclusion will become effective and signs installed only if St. Helena passes a similar restriction and posts their side of the bridge accordingly.

St. Helena also recommended restricting left turns onto and off-of the bridge, but accident history does not provide data which supports that request. They also recommended a cost sharing arrangement whereby St. Helena would purchase and Napa County would install and maintain flashing beacons on Silverado Trail to warn motorists of the upcoming Pratt Avenue intersection. This activity does not require Board action, but the Roads Department is supportive of this request and will work with St. Helena to move forward with this unless otherwise directed by the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	There is funding to do the work in the Roads Operations budget (Fund 2040 Sub-Division 2040000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed signage will improve safety for the traveling public by eliminating larger trucks from using this narrow bridge.
Is the general fund affected?	No
Future fiscal impact:	Roadside signs need to be replaced every 10 to 15 years. Future costs will be charged to the Roads Fund 2040.
Consequences if not approved:	Traffic controls will remain in their existing state.
County Strategic Plan pillar addressed:	Livable Economy for All - Improve and maintain the existing transportation and roads system to safely accommodate all users.
Additional Information:	

ENVIRONMENTAL IMPACT

Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

BACKGROUND AND DISCUSSION

The intersection of Pratt Avenue and Silverado Trail is a T-intersection with Silverado Trail running north/south and Pratt Avenue connecting into it from the west. The city line follows the center of the Napa River, and thus is in the middle of the Pratt Avenue bridge. While accident records do not show a high rate of accidents at this intersection (there are only three documented accidents at the intersection within the past 12 years, and one of those was a drunken driver), the narrowness of the Pratt Avenue bridge, the sightlines, and the high speed nature of Silverado Trail combine to raise concerns. The City of St. Helena reached out to County staff to raise similar safety concerns.

Traffic analysis indicates that prohibiting large trucks from using the Pratt Avenue Bridge will improve safety on the bridge as it is nearly impossible for large trucks to stay within their lane on the bridge. There is a much safer alternative route nearby, the stop-controlled intersection of Silverado Trail and Deer Park Road, for any trucks that would have used this route. The City of St. Helena staff has stated they intend to take a similar restriction proposal to their City Council so as to install similar signage on their side of the bridge (i.e., the eastbound approach). The County considered other safety measures, such as restricting all vehicles from making left turns from Silverado Trail onto the bridge, but found it unnecessary and a hindrance to general circulation in the area. The County will work with the City to potentially cost share and add other warning devices on Silverado Trail, such as flashing beacons, to assist drivers.

It is recommended that the Board of Supervisors adopt the proposed resolution and approve the proposed signing of the Pratt Avenue Bridge. If approved, the California Highway Patrol and the City of St. Helena will be formally notified of the change.

SUPPORTING DOCUMENTS

A . Resolution

CEO Recommendation: Approve

Reviewed By: Leigh Sharp

RESOLUTION NO. 2020-17

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
PROHIBITING COMMERCIAL VEHICLES OVER 5 TONS FROM USING
THE PRATT AVENUE BRIDGE**

WHEREAS, Sections 21101 of the California Vehicle Code authorizes counties to place restrictions on the type of vehicles on highways and bridges in its jurisdiction and Section 35706 of the California Vehicle Code authorizes the Board of Supervisors to reduce the permissible weight of vehicles and loads upon county bridges; and

WHEREAS, Napa County seeks to ensure a safe and efficient road network; and

WHEREAS, the Pratt Avenue Bridge is a narrow two-lane bridge with no sidewalks or shoulders that connects Silverado Trail to Pratt Avenue in the City of St. Helena; and

WHEREAS, the design of the roadway makes it difficult for oversize vehicles to drive on the bridge without driving over the center line of the roadway.

NOW, THEREFORE BE IT RESOLVED, by the Napa County Board of Supervisors, pursuant to Sections 21101 and 35706 of the California Vehicle Code, that no commercial vehicles over 5 tons may be operated on or pass over the Pratt Avenue Bridge; however, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities.

BE IT FURTHER RESOLVED, that the Road Commissioner is directed to install appropriate signage and striping at the westbound approach to the bridge in furtherance of this resolution.

BE IT FURTHER RESOLVED, that because consistency in signage for the traveling public is important for safety, and because the eastbound approach to the bridge is in the jurisdiction of the City of St. Helena, that this action and posting will only take affect if and when the City of St. Helena also posts their side of the bridge in a similar manner.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 11th day of February, 2020, by the following vote:

AYES: SUPERVISORS GREGORY, WAGENKNECHT, PEDROZA,
RAMOS and DILLON

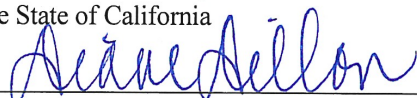
NOES: SUPERVISORS NONE

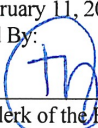
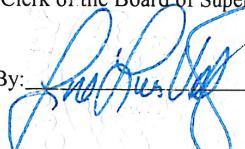
ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of
the State of California

By:


DIANE DILLON, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas S. Capriola</u> Deputy County Counsel Date: <u>February 6, 2020</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: February 11, 2020 Processed By:  Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: 
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Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: OLD BUSINESS

Subject: Fiscal Year 2019-20 2nd Quarter Finance Report and Consideration of Resolution Approving Mid-Year Budget Adjustments for FY 2019-20

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council Meeting a budget report showing the budget status at the end of the preceding quarter. The Q2 Quarterly report is combined with the mid-year budget report/adjustments.

After conducting a review of the status of the City's budget as of December 31, 2019, this report is presented to provide an overview of revenues and expenses at mid-year as they relate to various funds. The City has traditionally amended its budget during the year as new and updated information becomes available, or at various times during the year to appropriate funds for expenses that were not anticipated at the time the budget was adopted.

Staff has prepared the following for Council:

1. Second Quarter (Q2) staff report for Fiscal Year (FY) 2019-20. This report is a summary of transactions from July 1, 2019 through December 31, 2019.
2. Recommended Mid-Year Budget Adjustments.
3. Summary of St. Helena CARES Low Income Subsidy and Water Leak Adjustments for Q2 FY 2019-20.
4. FY 2019-20 Q2 List of Checks over \$50,000 (Attachment 1)

5. FY 2019-20 Q2 Balance of all Funds (Attachment 2)
6. FY 2019-20 Q2 Revenue and Expense Summaries - General, Water, and Wastewater Funds (Attachments 3-8)

DISCUSSION

The intent of this report is to highlight the conclusions of the mid-year budget analysis, while focusing on the funds over which the City Council has discretion. The report is broken down into four different Fund Types - General, Water, Wastewater, and Other Funds. The Net Position Charts for the General Fund, Water Fund, and Wastewater Fund include recommended adjustments.

Information presented below reflects transactions posted through December 31, 2019. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

GENERAL FUND

General Fund Revenues - 12/31/19 Balances and Recommended Budget Adjustments

General Fund revenue received from July 1, 2019 through December 31, 2019 for Fiscal Year (FY) 2019-20 is \$7,448,761 or 50%. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents
11. Miscellaneous

The primary General Fund revenues include Property Tax, Sales Tax, and TOT.

As noted in Attachment 3, sales tax collected through December 31, 2019 is 33%. While this amount may seem low, this figure is normal due to timing of sales tax payments. This accounts for sales taxes collected through October 2019. Sales Tax collection is on-track for FY 2019-20.

Several budget revenue increases are being recommended for the General Fund.

1. 101-3010-0000 Property Tax-Secured - an increase of \$50,000 based on updated information from the County of Napa.
2. 101-3011-0000 ERAF Shift to State - an increase of \$309,857. As discussed at the December 10, 2019 City Council meeting, the City received \$309,857 in

excess Educational Revenue Augmentation Funds (ERAF). While the City will typically receive ERAF each year, the amount is unpredictable, and is not included in the annual adopted budget, and is considered one-time money available for use.

3. 101-3280-0000 Emergency Relief - an increase of \$27,000 to account for funds received for Strike Teams.
4. 101-3050-0000 Transient Occupancy Tax - an increase of \$20,964 to account for a STR settlement.
5. 101-3051-0000 Transient Tax Penalty - an increase of \$9,100 to account for a STR settlement.
6. 101-3363-0000 Civil Penalties - an increase of \$15,450 to account for a STR settlement.
7. 101-3461-0000 Contributions from Government - an increase of \$160,000 to account for SB2 grant funds received for the Affordable Housing Element of the Comprehensive Zoning Code Update. The Zoning Code Update is anticipated to take two years and the initial estimated costs were \$400,000, with all funding provided by the General Fund. The adopted FY 2019-20 budget included \$200,000 for year one of the update and staff anticipated an additional \$200,000 be budgeted in FY 2020-21. Following the adoption of the FY 2019-20 budget a contract was awarded to Lisa Wise Consulting in a not-to-exceed amount of \$319,990 for the Zoning Code Update, and the City was awarded an additional \$160,000 in grant funds for the Affordable Housing Element of the update. Because the grant funds were awarded after the adoption of the FY 2019-20 budget a budget increase is necessary.
8. 101-3470-2247 Jingle All the Way - an increase of \$5,000 for revenues received from Jingle All the Way.

Chart 1 - General Fund Revenue Budget Increase Recommendations:

Account	Description	Amount
101-3010-0000	Property Tax-Secured	50,000
101-3011-0000	ERAF Shift to State	309,857
101-3280-0000	Emergency Relief	27,000
101-3050-0000	Transient Occupancy Tax	20,964
101-3051-0000	Transient Tax Penalty	9,100
101-3363-0000	Civil Penalties	15,450
101-3461-0000	Contributions from Government (SB2)	160,000
101-3470-2247	Jingle All the Way	5,000
TOTAL		597,371

General Fund Expenses - 12/31/19 Balances and Recommended Budget Adjustments

General Fund expenses through December 31, 2019 are \$7,665,493. Spending is at 54% of the adopted amount for the year with 46% available. Attachment 4 provides a summary of expenditures by Department through FY 2019-20 Q2. While spending is showing on-track, there were some unanticipated expenses incurred during the first two quarters where budget adjustments are being recommended.

Budget increases are recommended for the following departments:

1. Non-Departmental
 - 101-4000-2445 REMIF/Block Party Insurance - an increase of \$22,000 to accommodate for an increase in rates voted on by the REMIF Board of Directors following the adoption of the FY 2019-20 budget.
2. Building/Planning
 - 101-4510-2130 Professional Contracts - an increase of \$160,000 to accommodate for the total costs of the Comprehensive Zoning Code Update. These costs are offset by SB2 grant funds as identified in the recommended revenue adjustments above.
3. Parks & Recreation
 - 101-4728-2247 Jingle all the Way - an increase of \$5,000 to accommodate purchases associated with Jingle All the Way; this budget increase is offset by revenues for the event as noted above
4. Government Buildings
 - 101-5006-2122 Utilities - an increase of \$15,000 based on FY 2018-19 audited financials for Government Building utilities which was higher than anticipated.
5. Parks
 - 101-5027-2122 Utilities - an increase of \$18,500 based on FY 2018-19 audited financials for Parks utilities which was higher than anticipated.
 - 101-5027-2145 Other Contract Services - an increase of \$10,000 for dumpster rental for the clean up of Crane Park.

General Fund Add-Back List

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. As noted above in the General Fund revenue section, the City received from the County of Napa \$309,857 in excess Educational Revenue Augmentation Funds (ERAF). Additionally, due to vacant positions as well as a Short Term Rental (STR) settlement, it was estimated the City had a total additional one-time funding of \$475,684 available. At the December 10, 2019 City Council meeting, an item was brought to City Council for possible FY 2019-20 budget add-back items. Direction was provided to staff to utilize approximately 80% of the funding available and set aside 20% for contingencies. Council direction was to fund the following:

Chart 2 - Add-Back Items

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 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		\$359,621	

Chart 3 - Summary of General Fund Budget Increases:

Department	Account	Description	Amount
Non-Departmental	101-4000-2445	REMIF Insurance	22,000
Building/Planning	101-4510-2130	Professional Contracts (SB 2 Grant)	160,000
Building/Planning (Add-Back)	101-4500-2130	Professional Contracts (Mgmt. Study)	30,000
Parks & Recreation	101-4728-2247	Jingle All the Way	5,000
Government Buildings	101-5006-2122	Utilities	15,000
Parks	101-5027-2122	Utilities	18,500
Parks	101-5027-2145	Other Contract Services	10,000
Add-Back	Transfer from Fund 101 to 581	Fund Retiree Medical	64,621
Add-Back	Transfer from Fund 101 to 713	Library Roof Repairs	250,000
Non-Departmental (Add-Back)	101-4000-2130	Regional Climate Initiative	15,000
TOTAL			\$590,121

Table 1 - General Fund Estimated Net Position 6/30/2020

Estimated Ending Fund Balance @ 6/30/2019		\$7,921,589	Net Position %
Estimated Revenue @ 6/30/2020	\$15,623,423		
Estimated Expenses @ 6/30/2020**	(\$15,682,576)		
FY 2018-19 Rollover Purchase Orders***	(\$501,245)		
Estimated Unassigned Net Position		\$7,361,191	45%

**Total expenses include previously approved budget adjustments

***Rollover Purchase Orders from FY 2018-19 are expenses that were budgeted and encumbered in FY 2018-19, but were not expended by June 30, 2019.

WATER FUND - 12/31/19 Balances and Recommended Budget Adjustments

Water Enterprise revenue received is \$3,350,242, or 51% of the estimated total revenues for FY 2019-20 through December 31, 2019. Revenues are on target for FY 2019-20. Attachment 5 provides details of Water Fund revenues.

Water expenses through December 31, 2019 are \$3,372,328. Overall Water Fund spending is at 53% of the adjusted amount (including prior year encumbrances) for the year with 47% available. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the high amount of Attorney costs are due to litigation expenses. Attachment 6 provides a summary of spending by department for FY 2019-20 Q2 for the Water Fund. While spending for the Water Fund is on track, staff is recommending the following budget adjustments.

Recommended Budget Adjustments

1. Government Buildings
 - 561-5006-2330 Maintenance Buildings/Grounds - an increase of \$13,000 for costs associated with general maintenance of the water facilities. This amount was originally requested by the department during the FY 2019-20 planning process and was inadvertently excluded from the adopted budget.
2. Attorney
 - 561-4400-2130 Professional Contracts - an increase of \$5,000. The adopted FY 2019-20 budget included \$99,000 for Attorney Professional Contracts and \$36,000 for Litigation Costs for total Water Fund attorney costs of \$135,000. During Q1 and Q2 funds have been transferred from Professional Contracts to Litigation Costs for costs associated with ongoing litigation.
3. Water Distribution
 - 561-5031-2125 Equipment Rental - an increase of \$6,000 to cover unanticipated costs associated with PSPS events.
 - 561-5031-2213 Office Supplies - an increase of \$3,000 to cover additional costs associated with new office furniture (desks, chairs, filing cabinets), graffiti removal supplies, and paint supplies.
 - 561-5031-2330 Maintenance Buildings/Grounds - an increase of \$1,500 to cover additional work needed for the pumphouse facilities.
 - 561-5031-2335 - an increase of \$1,000 for Adobe licensing for new computer.
4. Water Treatment
 - a. 561-5034-2225 Fuel/Oil - an increase of \$3,000 to cover unanticipated costs due to use of generators for PSPS events.

Chart 4 - Summary of Water Fund Budget Increases:

Department	Account	Description	Amount
Government Buildings	561-5006-2330	Maintenance Buildings/Grounds	13,000
Attorney	561-4400-2130	Professional Contracts	5,000
Water Distribution	561-5031-2125	Equipment Rental	6,000
Water Distribution	561-5031-2213	Office Supplies	3,000
Water Distribution	561-5031-2330	Maintenance Buildings/Grounds	1,500
Water Distribution	561-5031-2335	Software	1,000
Water Treatment	561-5034-2225	Fuel/Oil	3,000
TOTAL WATER FUND			\$32,500

Table 2 - Water Fund Estimated Fund Balance 6/30/2020

Estimated Ending Fund Balance @ 6/30/2019		\$3,628,848	Net Position %
Estimated Revenue @ 6/30/2020	\$6,557,537		
Estimated Expenses @ 6/30/2020**	(\$6,594,454)		
FY 2018-19 Rollover Purchase Orders***	(\$134,515)		
Estimated Net Position		\$3,457,416	51%

**Total expenses include previously approved budget adjustments.

***Rollover Purchase Orders from FY 2018-19 are expenses that were budgeted and encumbered in FY 2018-19, but were not expended by June 30, 2019.

WASTEWATER FUND - 12/31/19 Balances and Recommended Budget Adjustments

Wastewater Fund revenue received is \$1,425,213 or 42% of the estimated total revenues for FY 2019-20 through December 31, 2019. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-3870-0000 CARES Subsidy is due to the 3rd Quarter subsidy amount yet to be transferred from the General Fund. As noted at the November 12, 2019 City Council meeting, Wastewater revenues are slightly lower than projected, and staff will continue to monitor revenues. A contributing factor to the decrease in revenues is due to a decline in wastewater use for the General Commercial category during FY 2019-20 Q1.

Wastewater expenses through December 31, 2019 are \$1,917,100. Overall Wastewater spending is at 62% for the fiscal year. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the high amount of spending for Public Works is attributed to Purchase Orders issued in FY 2019-20. Attachment 8 provides a summary of spending by Department for FY 2019-20 Q2 for the Wastewater Fund.

There are several recommended adjustments for the Wastewater Fund.

Recommended Budget Adjustments1. Government Buildings

- 571-5006-2330 Maintenance Buildings/Grounds - an increase of \$19,000 for costs associated with general maintenance of the wastewater facilities. This amount was originally requested by the department during the FY 2019-20 planning process and was inadvertently excluded from the adopted budget.

2. Wastewater Treatment Plant (WWTP)

- 571-5029-2143 Fines & Penalties - an increase of \$7,000 for costs associated with alleged violations of discharge limitations for the WWTP. During the development of the adopted FY 2019-20 budget, staff was aware of the potential fines and budgeted \$50,000; however, the actual fines received were \$57,000, leaving a shortfall of \$7,000.
- 571-5029-2215 Special Department Supplies - an increase of \$7,000 for additional costs associated with the clean up of the WWTP grounds.
- 571-5029-2212 Maintenance Supplies - an increase of \$10,000 for additional costs associated with the rental of dumpsters for the clean up of the WWTP grounds.
- 571-5029-2630 Capital Equipment - an increase of \$15,000 for the unanticipated replacement of a side-by-side utility vehicle which is used to perform permit compliance maintenance on the spray fields. Due to the mud and debris in the spray field, a regular vehicle is not always able to access the field.

Of the \$58,000 requested above, \$7,650 can be offset with Wastewater Impact fees.

Chart 5 - Summary of Wastewater Fund Budget Increases:

Department	Account	Description	WW Fund Amount	Impact Fee Amount
Government Buildings	571-5006-2330	Maintenance Buildings/Grounds	16,150	2,850
Wastewater Treatment Plant	571-5029-2143	Fines and Penalties	7,000	
Wastewater Treatment Plant	571-5029-2215	Special Department Supplies	5,950	1,050
Wastewater Treatment Plant	571-5031-2212	Maintenance Supplies	8,500	1,500
Wastewater Treatment Plant	571-5031-2630	Capital Equipment	12,750	2,250
TOTAL			\$50,350	7,650

Table 3 - Wastewater Fund Estimated Net Position

Estimated Ending Fund Balance @ 6/30/2019		\$2,760,563*	Net Position %
Estimated Revenue @ 6/30/2020	\$3,356,602		
Estimated Expenses @ 6/30/2020**	(\$3,183,742)		
FY 2018-19 Rollover Purchase Orders***	(\$223,209)		
Estimated Net Position		\$2,710,214*	80%

*Balance includes \$1.15 million settlement not yet transferred to the CIP fund. Once transfer is complete the estimated net position is 46%

**Total expenses include previously approved budget adjustments.

***Rollover Purchase Orders from FY 2018-19 are expenses that were budgeted and encumbered in FY 2018-19, but were not expended by June 30, 2019.

OTHER FUNDS

REVENUES

Revenue budget adjustments are recommended as follows:

1. Fund 289 - Recreation

- 289-3430-0000 Recreation Registration - an increase of \$30,000 due to an increase in class registration.
- 289-3470-2247 Other Revenue - Jingle All the Way - an increase of \$9,500 for reimbursement for staffing costs for Jingle All the Way.

EXPENSES

Budget increases are being recommend as follows:

1. Fund 283 - Tree City USA

- 283-5026-2145 Other Contract Services - an increase of \$35,000 for tree removal at 1572 Railroad Avenue, funds are available in the fund balance.

2. Fund 291 - SB 1186

- 291-4500-2155 Training & Conference - an increase of \$5,000 for ADA training related expenses, fund balance is available for this increase.

3. Fund 289 - Recreation

- 289-4728-2142 Banking Fees - an increase of \$2,000 due to an increase in recreation class registration.
- 289-4728-2144 Online Transaction Fees - an increase of \$2,000 due to an increase in recreation class registration.
- 289-4728-2245 Afterschool Enrichment - an increase of \$10,000 due to an increase in the contract amount with St. Helena Unified School District. Offsetting revenues for the contract increase have been accounted for in the adopted FY 2019-20 budget.

- 289-4728-2145 Other Contract Services - an increase of \$30,000 due to an increase in class registration; this amount is offset by additional revenues.
 - 289-4728-2020 PT Salary - an increase of \$7,215 for staffing costs for Jingle All the Way, offsetting reimbursement.
 - 289-4728-2030 Overtime - an increase of \$1,560 for staffing costs for Jingle All the Way, offsetting reimbursement.
 - 289-4728-2040 FICA/Medicare - an increase of \$674 for staffing costs for Jingle All the Way, offsetting reimbursement.
 - 289-4728-2065 SDI - an increase of \$20 for staffing costs for Jingle All the Way, offsetting reimbursement.
4. Fund 582 - Garage
- 582-5037-2225 Fuel/Oil - an increase of \$7,500 due to increased fuel costs.
5. Fund 734 - Park Impact Fees
- 734-5027-2130 Professional Contracts - an increase of \$15,800 to accommodate for the upgrades to Wappo Dog Park including restroom upgrades and dog park extension.
6. Fund 773 - Wastewater Impact
- 773-5006-2330 Maintenance Buildings/Grounds - an increase of \$2,850 for costs associated with general maintenance of the wastewater facilities. This amount was originally requested by the department during the FY 2019-20 planning process and was inadvertently excluded from the adopted budget.
 - 773-5029-2215 Special Department Supplies - an increase of \$1,050 for additional costs associated with the clean up the WWTP grounds.
 - 773-5029-2212 Maintenance Supplies - an increase of \$1,500 for additional costs associated with the rental of dumpsters for the clean up of the WWTP grounds.
 - 773-5029-2630 Capital Equipment - an increase of \$2,250 for the unanticipated replacement of a side-by-side utility vehicle which is used to perform permit compliance maintenance on the spray fields. Due to the mud and debris in the spray field, a regular vehicle is not always able to access the field.

Chart 6 - Summary of Other Funds Budget Increases:

Fund Number/Name	Account	Description	Amount
283 - Tree City	283-5026-2145	Other Contract Services	35,000
291 - SB 1186	291-4500-2155	Training and Conference	5,000
289 - Recreation	289-4728-2142	Banking Fees	2,000
289 - Recreation	289-4728-2144	Online Transaction Fees	2,000
289 - Recreation	289-4728-	Afterschool Enrichment	10,000

	2245		
289 - Recreation	289-4728-2145	Other Contract Services	30,000
289 - Recreation	289-4728-2020	PT Salary	7,215
289 - Recreation	289-4728-2030	Overtime	1,560
289 - Recreation	289-4728-2040	FICA/Medicare	674
289 - Recreation	289-4728-2065	SDI	20
582 - Garage	582-5037-2225	Fuel/Oil	7,500
734 - Park Impact Fees	734-5027-2130	Wappo Park Improvements/Extension	\$15,800
773 - Wastewater Impact	773-5006-2330	Maintenance Buildings/Grounds	2,850
773 - Wastewater Impact	773-5029-2215	Special Department Supplies	1,050
773 - Wastewater Impact	773-5029-2212	Maintenance Supplies	1,500
773 - Wastewater Impact	773-5029-2630	Capital Equipment	2,250
TOTAL OTHER FUNDS			\$108,619

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 98 participants. The subsidy for FY 2019-20 Q2 is \$11,193.14. Funds for the St. Helena CARES Low Income Subsidy program are included in the Adopted FY 2019-20 budget.

Water Leak Adjustments

Leak subsidies for FY 2019-20 Q2 totals \$1,854.39 for a combined excess of 278 units of water. There were a total of 10 leak adjustments for the following: one toilet leak, three irrigation leaks, and six unknown leaks. Of the 10 leaks, nine were residential and one was non-residential. Funds for the Leak Adjustment Subsidy program are included in the Adopted FY 2019-20 budget.

FISCAL IMPACT

The fiscal impact for the recommend budget adjustments are presented above.

RECOMMENDED ACTION

Staff recommends the City Council approve a Resolution Approving Mid-Year Budget Adjustments for FY 2019-20

ATTACHMENTS

[Attachment 1 - FY 19-20 Q2 Checks over \\$50,000](#)

[Attachment 2 - Fund Balance Estimates at 12.31.2019](#)

[Attachment 3 - General Fund Revenue Worksheet Historical by Type Q2 update](#)

[Attachment 4 - FY 19-20 Q2 GF Expenses](#)

[Attachment 5 - FY 19-20 Q2 Water Revenues](#)

[Attachment 6 - FY 19-20 Q2 Water Expenditures](#)

[Attachment 7 - FY 19-20 Quarterly Report WW Revenues](#)

[Attachment 8 - FY 19-20 Q2 WW Expenditures](#)

[Mid-Year Budget Resolution](#)

Attachment 1

Accounts Payable

Checks by Date - Summary by Check Date

User: AprilM
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
106738	SUTTER	Sutter Home Winery	10/01/2019	61,961.45
Total for 10/1/2019:				61,961.45
106763	NAP05	Westamerica Bank	10/02/2019	73,392.46
Total for 10/2/2019:				73,392.46
106827	Argonaut	Argonaut Constructors	10/09/2019	218,831.08
106837	BURKEWIL	Burke, Williams & Sorensen LLP	10/09/2019	66,882.98
106875	PapeMach	Pape Machinery	10/09/2019	77,068.19
106881	REMIF	REMIF	10/09/2019	87,637.00
Total for 10/9/2019:				450,419.25
106921	NAP05	Westamerica Bank	10/21/2019	65,148.71
Total for 10/21/2019:				65,148.71
107001	KAISER	Kaiser Foundation Health Plan, Inc.	10/24/2019	61,366.26
107010	MICHAEL	Michael Baker International	10/24/2019	162,930.48
107014	NAP06	NAPA, CITY OF	10/24/2019	299,164.58
107034	REMIF	REMIF	10/24/2019	68,068.52
107052	WESTAMER	Westamerica Bank	10/24/2019	71,191.77
Total for 10/24/2019:				662,721.61
107127	NAP05	Westamerica Bank	10/31/2019	81,834.30
Total for 10/31/2019:				81,834.30
107153	GRIDLINE	Grindline Skateparks, LLC	11/07/2019	67,549.47
107184	SUTTER	Sutter Home Winery	11/07/2019	61,961.45
Total for 11/7/2019:				129,510.92
107222	NAP05	Westamerica Bank	11/19/2019	92,152.75
107255	STHELENA	ST HELENA, CITY OF	11/19/2019	316,798.07
107280	SUTTER	Sutter Home Winery	11/19/2019	61,961.45
Total for 11/19/2019:				470,912.27
107292	KAISER	Kaiser Foundation Health Plan, Inc.	11/22/2019	57,608.46
107303	Argonaut	Argonaut Constructors	11/22/2019	534,880.09
107309	CCCINC	Coastside Concrete & Construction, Inc.	11/22/2019	139,935.00
107330	MIKSIS	Miksis Services Inc	11/22/2019	59,800.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 11/22/2019:	792,223.55
107356	NAP05	Westamerica Bank	11/26/2019	67,761.75
			Total for 11/26/2019:	67,761.75
107424	NAP05	Westamerica Bank	12/17/2019	70,338.28
			Total for 12/17/2019:	70,338.28
107468	KAISER	Kaiser Foundation Health Plan, Inc.	12/18/2019	57,608.46
107473	REMIF	REMIF	12/18/2019	65,560.68
			Total for 12/18/2019:	123,169.14
107508	CAROLLO	Carollo Engineers	12/26/2019	75,972.14
107516	EWKI	EWKI Environment & Water Inc.	12/26/2019	57,329.66
107532	NAP06	NAPA, CITY OF	12/26/2019	120,368.56
107535	NOLLTAM	Noll & Tam Architects	12/26/2019	56,083.28
			Total for 12/26/2019:	309,753.64
			Report Total (30 checks):	3,359,147.33

Attachment 2

Fund	Description	Estimated Balance at 12/31/2019	Estimated Balance Without Long-term Receivables at 12/31/2019
101	General Fund	7,517,878	7,065,342
209	HOME Grant	407,800	48,085
211	EPA Grant	-	-
212	Dept. of Homeland Security	327	327
213	GVS Grant	23,538	23,538
216	Public Safety Impact	456,138	394,805
218	Public Library Foundation	1,288	1,288
219	CLSA State Library	2,075	2,075
222	Park Bond Act	222	222
223	Skate Park Lighting	1,200	1,200
224	Public Safety (COPS)	168,598	168,598
225	Gas Tax 215	17,257	17,257
226	Gas Tax 216	10,508	10,508
227	Gas Tax 2107	57,595	57,595
228	Gas Tax 21075	11,976	11,976
229	Gas Tax 2103	43,022	43,022
230	RMRA	59,336	59,336
235	Measure A	122,718	122,718
237	Emergency Flood Relief	171,292	171,292
238	Police Training Development	17,499	17,499
240	Measure T	1,002,265	1,002,265
241	Measure T - Class I Trails	166,546	166,546
277	Prop 56	21,748	-
278	BSCC Grant	2,544	2,544
279	Asset Forfeiture	59,953	59,953
283	Tree City	323,427	323,427
286	Bocce	65,895	65,895
287	Harvest Festival	1,748	1,748
288	Fourth of July	(476)	(476)
289	Recreation Program	276,498	276,498
291	SB-1186 State Fees	15,473	15,473
295	NOAA	2,663	2,663
329	Stabo Land Conservation	36,674	36,674
375	Murray Public Safety	45,161	45,161
380	Friends and Foundation	4,331	4,331
381	Ryan Trust	(4,045)	(4,045)
382	Martin Trust	4,597	4,597
384	Tweed Library	731,832	731,832
420	1996 GO Bonds	12,361	12,361
443	South St. Helena Drainage	29,595	29,595
561	Water Enterprise	7,011,018	7,011,018
562	1977 Water Bond	60,230	60,230
571	Wastewater Enterprise	2,788,221	2,788,221

572	Wastewater Bond	25,418	25,418
581	IS Retiree Health	106,081	106,081
582	IS Garage	106,136	106,136
592	Equipment Replacement	225,965	225,965
593	Fire Dept. Capital Equipment	213,831	213,831
700	Flood Control Capital	165,615	165,615
713	Civic Improvement Impact	627,857	627,857
733	City-wide Capital Project	1,257,218	1,257,218
734	Park Impact	1,184,733	1,184,733
740	Traffic Mitigation Impact	2,524,529	2,524,529
741	Street Capital Improvement	158,518	158,518
742	Drainage Impact	720,948	720,948
743	TDA Grant	-	-
745	Parking In-Lieu	573,978	573,978
751	Affordable Housing	954,059	89,497
752	Measure E	266,871	266,871
763	Water Capital Project	3,655,199	3,655,199
764	Water Impact	1,069,391	403,277
773	Wastewater Capital Project	1,843,632	1,843,632
774	Wastewater Impact	786,836	688,434

Nonspendable = Resources that cannot be spent either because the underlying resources are not in spendable form or because the government is legally or contractually required to maintain the resource intact.

Restricted = Resources subject to externally enforceable constraints.

Assigned = Resources that are set aside by the government for a particular purpose.

Unassigned = Resources that are not categorized as nonspendable, restricted, committed or assigned.

Unrestricted Net Position = Difference between total net position and net investment in capital assets and restricted net position.

Attachment 3

GF Revenue Update

Account	Description	Actual 2018	Actual 2019	Adopted 2020	Q2 2020	% Collected Q2 2020
Property Taxes						
101-30-10-00-00	Property Tax-Secured	3,616,167	3,940,490	4,020,903	2,291,714	
101-30-11-00-00	ERAF Shift to State	200,292	342,386	-	309,857	
101-30-20-00-00	Property Tax-Unsecured	121,534	125,292	131,237	119,541	
101-30-30-00-00	Prior Year Property Tax	1,160	1,035	600	964	
101-30-90-00-00	Real Property Transfer Tax	82,829	83,805	120,611	32,338	
101-32-05-00-00	In Lieu VLF	681,160	726,626	691,604	385,769	
101-32-20-00-00	Homeowner Property Tax	15,352	15,555	17,057	841	
Property Taxes		4,718,495	5,235,189	4,982,011	3,141,025	63%
Sales Tax						
101-30-40-00-00	Retail Sales/Use Tax	2,950,480	3,159,579	3,220,900	1,071,716	
101-30-42-00-00	Public Safety Sales Tax	71,117	61,687	59,655	34,939	
101-30-43-00-00	Sales Tax In Lieu		-	-		
101-30-44-00-00	Measure D	1,726,923	1,743,519	1,817,900	595,605	
Sales Tax		4,748,520	4,964,784	5,098,455	1,702,260	33%
Transient Occupancy Taxes						
101-30-41-00-00	Sales Tax Increment Res 91-18		0	-		
101-30-50-00-00	Transient Occupancy Tax	2,841,607	3,296,741	3,341,964	1,737,144	
101-30-51-00-00	Transient Tax Penalty	21,973	64,084	8,859	10,220	
Transient Occupancy Taxes		2,863,580	3,360,825	3,350,823	1,747,364	52%
Other Taxes						
101-30-60-00-00	Franchise Tax	215,346	209,872	208,755	27,665	
Other Taxes		215,346	209,872	208,755	27,665	13%
Charges for Service						
101-30-61-00-00	Comcast PEG Access Fees	23,133	22,698	35,000	5,649	
101-30-75-00-00	Fire Inspection Fees	605	1,100	1,300		
101-31-21-00-00	Building Inspection Fees		-	-		
101-31-22-00-00	Building Admin Fees		-	-		
101-31-23-00-00	Other Fire Revenues	8	2,850	-		
101-33-10-00-00	Planning Fees	(5,703)	-	-		
101-33-30-00-00	Sales Of Maps/Publications	163	210	165	54	
101-33-50-00-00	Police Services	24,457	33,439	35,500	12,531	
101-33-51-00-00	Animal Control Services		-	-		
101-33-60-00-00	Administrative Fees	7,515	-	7,725		
101-33-70-00-00	Planning Fees	16,508	(53,936)	13,638		
101-33-80-00-00	Engineering Fees	7,710	1,800	2,500	450	
101-33-90-00-00	Street/Sidewalk/Curb Repair	-	-	-		
Charges for Service		74,395	8,161	95,828	18,683	19%
Fines and Forfeits						
101-31-40-00-00	Vehicle Code Fines	29,160	28,136	27,583	9,890	
101-31-50-00-00	Other Police Fines	40,613	36,260	28,280	17,135	
101-31-55-00-00	A/R Late Penalty	4,427	3,959	4,725	187	
101-33-63-00-00	Civil Penalties	106,778	149,264	30,000	92,700	
101-34-20-00-00	Library Fines & Fees	6,032	4,087	-	50	
Fines and Forfeits		187,010	221,705	90,588	119,962	132%
Licenses and Permits						
101-30-70-00-00	Application & Permit Fees	10,915	5,475	8,240	3,500	
101-30-80-00-00	Business License	152,551	156,715	154,896	95,074	

Account	Description	2018	2019	2020	2020	Q2 2020
101-30-81-00-00	Business License Penalty	756	1,555	1,332	315	
101-31-20-00-00	Building Permits	492,301	482,404	486,160	323,112	
101-33-15-00-00	Short Term Rental Permit	31,500	15,750	27,500	6,750	
101-33-74-00-00	Planning App & Permit Fees	235,830	180,329	213,483	69,529	
101-33-84-00-00	Public Works App & Permit Fees	38,500	39,300	37,132	25,925	
101-33-86-00-00	Well Permit Fee	1,300	2,600	1,300	1,300	
Licenses and Permits		963,653	884,127	930,043	525,505	57%
Development Fees						
101-33-81-00-00	Public Works Land & Dev Fees	20,325	25,600	28,000	10,560	
Development Fees		20,325	25,600	28,000	10,560	38%
Intergovernmental						
101-32-10-00-00	Motor Vehicle In-Lieu	(3,176)	2,937	3,039		
101-32-40-00-00	Highway Maintenance		0	-		
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	
101-32-80-00-00	Emergency Relief	301,210	269,490	-	2,396	
101-34-61-49-00	Contrib from Gov - Police		9,221	-		
101-34-71-00-00	Reimb State Mandated Costs	7,965	4,538	2,040		
101-34-73-00-00	Other State Revenue	7	18	-		
101-34-75-00-00	Restitution	9,775	181,227	-	200	
101-36-80-00-00	Library Abatement	4,842	3,877	3,672	2,320	
101-38-00-80-00	Restitution Revenue		0	-		
101-38-70-00-00	Allocation from Other Agency		1,948	-		
Intergovernmental		369,478	522,112	57,606	53,770	93%
Interest and Rents						
101-31-70-00-00	Investment Earnings	(41,299)	262,296	28,000		
101-34-76-00-00	Cash Overage/Shortage	(0)	22	-	23	
101-31-75-00-00	Interest Income	4,834	(93)	-		
101-36-10-00-00	Rental Income	214,450	153,805	67,000	53,980	
101-36-12-00-00	Rec Programs Facility Rental		865			
101-36-11-00-00	Tennis Court Rentals	1,425	1,225	1,425	75	
Interest and Rents		179,410	418,120	96,425	54,078	56%
Miscellaneous						
101-33-20-00-00	Legal Cost Recovery	10,683	32,726	25,000		
101-33-21-00-00	Storm Drain Cost Recovery		-	-		
101-33-40-00-00	Other Filing/Certification Fee	163	-	165		
101-33-85-00-00	Public Wks Violation/Repair Fe		20	-		
101-34-21-00-00	TRB Library Revenue	20,000	5,475	-		
101-34-22-00-00	Library Copies	3,277	2,946	3,030	1,153	
101-34-23-00-00	Library Lost Material	313	617	404	419	
101-34-24-00-00	Library Room Rental	110	305	354	100	
101-34-31-00-00	Donations		0	-	200	
101-34-51-00-00	Sale of Capital Assets	18,137	1,155	-		
101-34-60-00-00	Contributions from non-govt	87,500	0	-		
101-34-61-00-00	Contributions from Government		0	-		
101-34-61-46-00	Contributions from Gov - Library	5,883	0	-	1,000	
101-34-68-00-00	TID Admin Fee		0	-		
101-34-70-00-00	Other Revenue	25,166	123,934	55,000	38,408	
101-34-74-00-00	Insurance Refund		0	-	1,244	
101-39-98-00-00	Operating Transfers In	3,574	15,319	3,565	5,367	
Miscellaneous		174,805	182,495	87,518	47,890	55%
TOTALS		14,515,018	16,032,990	15,026,052	7,448,761	50%

Attachment 4

General Ledger Quarterly Budget Report GF Expenses



User: AprilM
Printed: 02/06/20 10:13:00
Period 01 - 06
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,843,105.00	145,617.74	2,116,901.25	1,341,706.62	629,576.89	29.74
Council	351,577.00	19,105.96	367,284.96	55,944.45	292,234.55	79.57
Administration	1,086,780.00	107,666.59	1,115,792.18	506,911.44	501,214.15	44.92
Finance	504,030.00	77,167.82	564,998.00	228,179.97	259,650.21	45.96
Attorney	441,000.00	0.00	441,000.00	77,216.34	363,783.66	82.49
PlanningBuilding	1,454,557.00	192,102.84	1,455,567.52	425,903.03	837,561.65	57.54
Library	1,031,603.00	7,898.04	1,031,603.00	479,909.46	543,795.50	52.71
Parks & Recreation	273,814.00	5,467.51	275,564.00	146,506.62	123,589.87	44.85
Fire	1,412,085.00	7,251.59	1,428,749.14	810,610.40	610,887.15	42.76
Police	3,379,393.00	0.00	3,380,728.58	1,603,778.98	1,776,949.60	52.56
Public Works	3,248,108.00	190,852.22	3,415,510.94	1,988,825.87	1,235,832.85	36.18
Grand Total	15,026,052.00	753,130.31	15,593,699.57	7,665,493.18	7,175,076.08	0.4601

Attachment 5

General Ledger

Quarterly Budget Report Water Revenues

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise				
561-38-10-00-00	Water Revenue	1,500	1,500	387	1,113
561-38-10-00-01	Residential-Inside CL	2,799,396	2,799,396	1,449,728	1,349,668
561-38-10-00-50	Residential-Outside CL	543,177	543,177	286,458	256,719
561-38-10-01-00	Multi-Dwelling-Inside CL	679,385	679,385	309,864	369,521
561-38-10-01-50	Multi Dwelling-Outside CL	13,262	13,262	12,176	1,086
561-38-10-10-00	General Commercial-Inside CL	2,231,057	2,231,057	1,070,846	1,160,211
561-38-10-17-00	Landscape Meter	82,172	82,172	130,796	(48,624)
561-38-10-99-10	Fire Service-Inside CL	26,010	26,010	9,741	16,269
561-38-10-99-20	Fire Service-Outside CL	31,981	31,981	5,053	26,928
561-38-10-99-50	Finance Charges	52,347	52,347	22,103	30,244
561-38-40-00-00	Property Rentals	8,400	8,400	2,100	6,300
561-38-60-00-00	Water Meter Install Fee	5,500	5,500	4,339	1,161
561-31-70-00-00	Investment Earnings	50,000	50,000	53,503	(3,503)
561-34-70-00-00	Other Revenue	8,500	8,500	3,238	5,262
561-38-70-00-00	CARE Subsidy	22,700	22,700	(10,940)	33,640
561-33-80-00-00	Engineering Fees	1,000	1,000	-	1,000
561-33-83-00-00	Raw Water Permit Fees	1,000	1,000	850	150
561-33-87-00-00	Backflow Testing & Insp Fees	150	150	-	150
Grand Total		6,557,537	6,557,537	3,350,242	3,207,296

Attachment 6

General Ledger Quarterly Budget Report Water Expenditures



User: AprilM
Printed: 02/06/20 11:53:10
Period 01 - 06
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,199,950.00	43,239.50	1,243,189.50	964,555.66	235,394.34	18.93
Council	18,488.00	0.00	18,488.00	7,914.60	10,573.40	57.19
Administration	253,230.00	21,781.85	259,106.97	110,506.02	126,819.10	48.94
Finance	356,295.00	33,795.23	376,659.39	164,383.48	178,480.68	47.39
Attorney	135,000.00	0.00	135,000.00	95,211.96	39,788.04	29.47
Public Works	4,594,574.00	56,784.26	4,664,025.10	2,029,756.03	2,577,484.81	55.26
Grand Total	6,557,537.00	155,600.84	6,696,468.96	3,372,327.75	3,168,540.37	0.4732

Attachment 7

General Ledger

Quarterly Budget Report WW Revenues

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	18,000	18,000	25,133	(7,133)
571-34-70-00-00	Other Revenue	9,600	9,600	9,600	-
571-34-80-00-00	Annexation Fees	2,600	2,600	5,300	(2,700)
571-35-00-00-00	Residential	1,511,200	1,511,200	599,941	911,259
571-35-00-01-00	Multiple Dwelling	271,049	271,049	104,641	166,408
571-35-00-03-00	Laundromat	12,698	12,698	5,663	7,035
571-35-00-10-00	General Commercial	1,148,641	1,148,641	509,003	639,638
571-35-00-11-00	Restaurants	115,161	115,161	53,487	61,674
571-35-00-12-00	Service Station	1,877	1,877	1,692	185
571-35-00-14-00	Motels-No Food Service	123,353	123,353	63,753	59,600
571-35-00-15-00	Supermarkets	14,452	14,452	6,501	7,951
571-35-00-18-00	Mixed Retail-Plus Food Service	24,975	24,975	7,509	17,466
571-35-00-20-00	Industrial	25,738	25,738	12,102	13,636
571-35-00-30-00	Libraries & Schools	32,453	32,453	17,183	15,270
571-35-00-60-60	Car Wash	1,650	1,650	1,034	616
571-38-10-99-50	Finance Charges	21,754	21,754	9,390	12,364
571-38-65-00-00	Sewer Connection Fee	1,300	1,300	1,300	-
571-38-70-00-00	CARE Subsidy	20,100	20,100	(8,018)	28,118
Grand Total		3,356,601	3,356,601	1,425,213	1,931,388

Attachment 8

General Ledger Quarterly Budget Report Wastewater Expenditures



User: AprilM
Printed: 02/06/20 13:16:39
Period 01 - 06
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	488,048.00	43,239.50	531,287.50	368,784.16	119,263.84	22.45
Council	18,488.00	0.00	18,488.00	7,914.60	10,573.40	57.19
Administration	193,507.00	14,628.86	197,458.33	84,110.15	98,719.32	50.00
Finance	267,511.00	31,801.44	285,258.62	122,094.27	131,362.91	46.05
Attorney	35,000.00	0.00	35,000.00	9,001.16	25,998.84	74.28
Public Works	2,354,047.00	198,189.62	2,514,963.30	1,325,195.27	991,578.41	39.43
Grand Total	3,356,601.00	287,859.42	3,582,455.75	1,917,099.61	1,377,496.72	0.3845

Attachment 9

CITY OF ST. HELENA**RESOLUTION NO. 2020-_____**

**RESOLUTION APPROVING FY 2019-20 MID-YEAR BUDGET
ADJUSTMENTS TO THE GENERAL FUND, WATER FUND,
WASTEWATER FUND, TREE CITY FUND, SB 1186 FUND,
RECREATION FUND, AND WASTEWATER IMPACT FEE FUND.**

RECITALS

- A. The City has traditionally amended its budget during the year as new and updated information becomes available; and
- B. It is necessary to increase revenue and expense projections the General Fund, Water Fund, Wastewater Fund, Tree City Fund, SB 1186 Fund, Recreation Fund, and the Wastewater Impact Fee Fund.

RESOLUTION

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

1. Adoption of this resolution is not subject to CEQA; and
2. Authorizes a budget increase to the following:

General Fund Revenues

GENERAL FUND		
	Description	Revenue Increase
101-3010-0000	Property Tax- Secured	50,000
101-3011-0000	ERAF Shift to State	309,857
101-3280-0000	Emergency Relief	27,000
101-3050-0000	Transient Occupancy Tax	20,964
101-3051-0000	Transient Tax Penalty	9,100
101-3363-0000	Civil Penalties	15,450
101-3461-0000	Contributions from Gov't	160,000
101-3470-2247	Jingle All the Way	5,000
TOTALS		597,371

Attachment 9

General Fund Expenses

GENERAL FUND		
Account	Description	Expense Increase
101-4000-2445	REMIF Insurance	22,000
101-4510-2130	Professional Contracts	160,000
101-4500-2130	Professional Contracts	30,000
101-4728-2247	Jingle All the Way	5,000
101-5006-2122	Utilities	15,000
101-5027-2122	Utilities	18,500
101-5027-2145	Other Contract Services	10,000
Transfer from 101 to 581	Fund Retiree Medical	64,621
Transfer from 101 to 713	Library Roof Repairs	250,000
101-4000-2130	Professional Contracts	15,000
TOTALS		590,121

Water Fund Expenses

WATER FUND		
Account	Description	Expense Increase
561-5006-2330	Maint. Buildings/Grounds	13,000
561-4400-2130	Professional Contracts	5,000
561-5031-2125	Equipment Rental	6,000
561-5031-2213	Office Supplies	3,000
561-5031-2330	Maint. Buildings/Grounds	1,500
561-5031-2335	Software	1,000
561-5034-2225	Fuel/Oil	3,000
TOTALS		32,500

Attachment 9

Wastewater Fund Expenses

WASTEWATER FUND		
Account	Description	Expense Increase
571-5006-2330	Maint. Buildings/Grounds	16,150
571-5029-2143	Fines & Penalties	7,000
571-5029-2215	Special Dept. Supplies	5,950
571-5029-2212	Maintenance Supplies	8,500
571-5029-2630	Capital Equipment	12,750
TOTALS		50,350

Other Funds Revenues

OTHER FUNDS		
Account	Description	Revenue Increase
289-3430-0000	Recreation Registration	30,000
289-3470-2247	Other Revenue - Jingle	9,500
TOTALS		39,500

Other Funds Expenses

OTHER FUNDS		
Account	Description	Expense Increase
283-5026-2145	Other Contract Services	35,000
291-4500-2155	Training & Conference	5,000
289-4728-2142	Banking Fees	2,000
289-4728-2144	Online Transaction Fees	2,000
289-4728-2245	Afterschool Enrichment	10,000
289-4728-2145	Other Contract Services	30,000
289-4728-2020	PT Salary	7,215
289-4728-2030	Overtime	1,560
289-4728-2040	FICA/Medicare	674
289-4728-2065	SDI	20
582-5037-2225	Fuel/Oil	7,500
773-5006-2330	Maint. Buildings/Grounds	2,850
773-5029-2215	Special Dept. Supplies	1,050
773-5029-2212	Maintenance Supplies	1,500
773-5029-2630	Capital Equipment	2,250
TOTALS		108,619

Attachment 9

3. Authorize use of General Fund Unassigned Reserves; Water and Wastewater Net Position; and Tree City, SB1186, Recreation, and Wastewater Impact Fund Balance for the budget increases.

Approved at a Regular Meeting of the St. Helena City Council on February 25, 2020, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



FY 2019/20 Q2 Budget Review

By: April Mitts, Finance Director

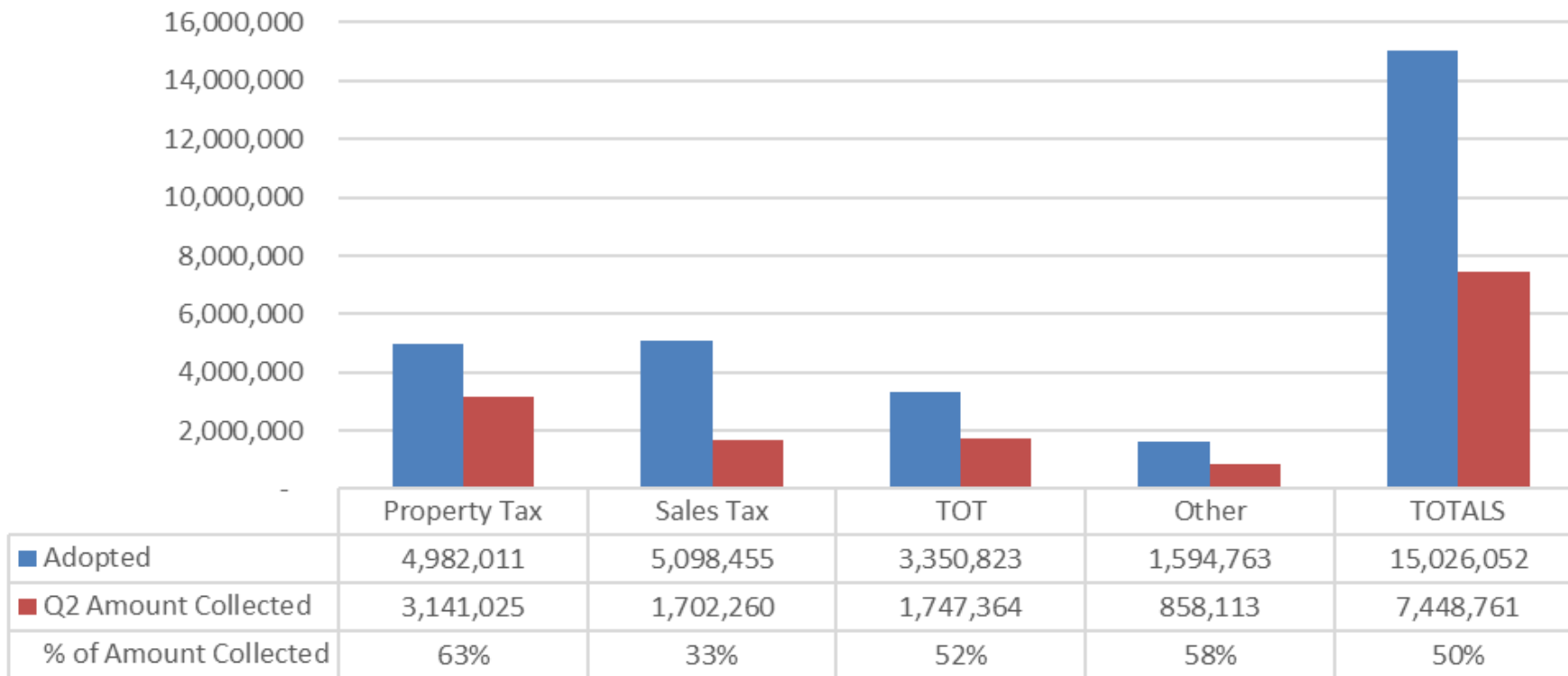
Finance Department

February 25, 2020 City Council Meeting



Overview of Revenues - General Fund

Q1 General Fund Revenues





Overview of Revenues - General Fund

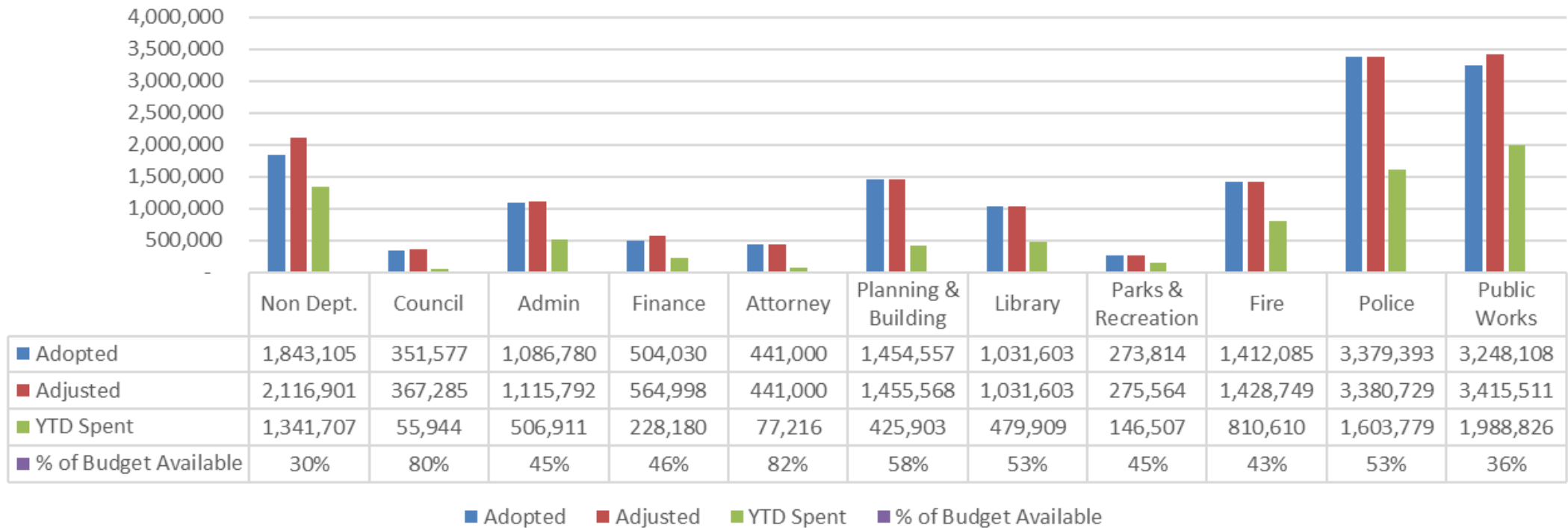
Budget Revenue Increase Recommendations:

GENERAL FUND	
Description	Revenue Increase
Property Tax- Secured	50,000
ERAF Shift to State	309,857
Emergency Relief	27,000
Transient Occupancy Tax	20,964
Transient Tax Penalty	9,100
Civil Penalties	15,450
Contributions from Gov't	160,000
Jingle All the Way	5,000
	597,371



Overview of Expenses - General Fund

Q2 General Fund Expenditures





Add-Back List - General Fund

- Add-Back list created during the FY 2019-20 budget process
- Add-Back list brought to City Council on December 10, 2019
- Direction from City Council for Add-Back items
 - Fund Retiree Medical (Goal 4) - \$64,621
 - Library Roof Repair – Phase II / Civic Improvements (Goal 1) - \$250,000
 - Regional Climate Initiative (General Plan) - \$15,000
 - Management Review of Development Process (Goal 3) - \$30,000



Overview of Expenses - General Fund

Budget Expense Increase Recommendations:

GENERAL FUND		
Account	Description	Expense Increase
101-4000-2445	REMIF Insurance	22,000
101-4500/4510-2130	Professional Contracts	190,000
101-4728-2247	Jingle All the Way	5,000
101-5006/5027-2122	Utilities	33,500
101-5027-2145	Other Contract Services	10,000
Transfer from 101 to 581	Fund Retiree Medical	64,621
Transfer from 101 to 713	Library Roof Repairs	250,000
101-4000-2130	Professional Contracts	15,000
TOTALS		590,121



General Fund Estimated Net Position

			Net Position %
Ending Fund Balance @ 6/30/19		7,921,589	
Estimated Revenue @ 6/30/20	15,623,423		
Estimated Expenses @ 6/30/20**	(15,682,576)		
FY 2018-19 Rollover Purchase Orders***	(501,245)		
Estimated Unassigned Net Position		7,361,191	45%



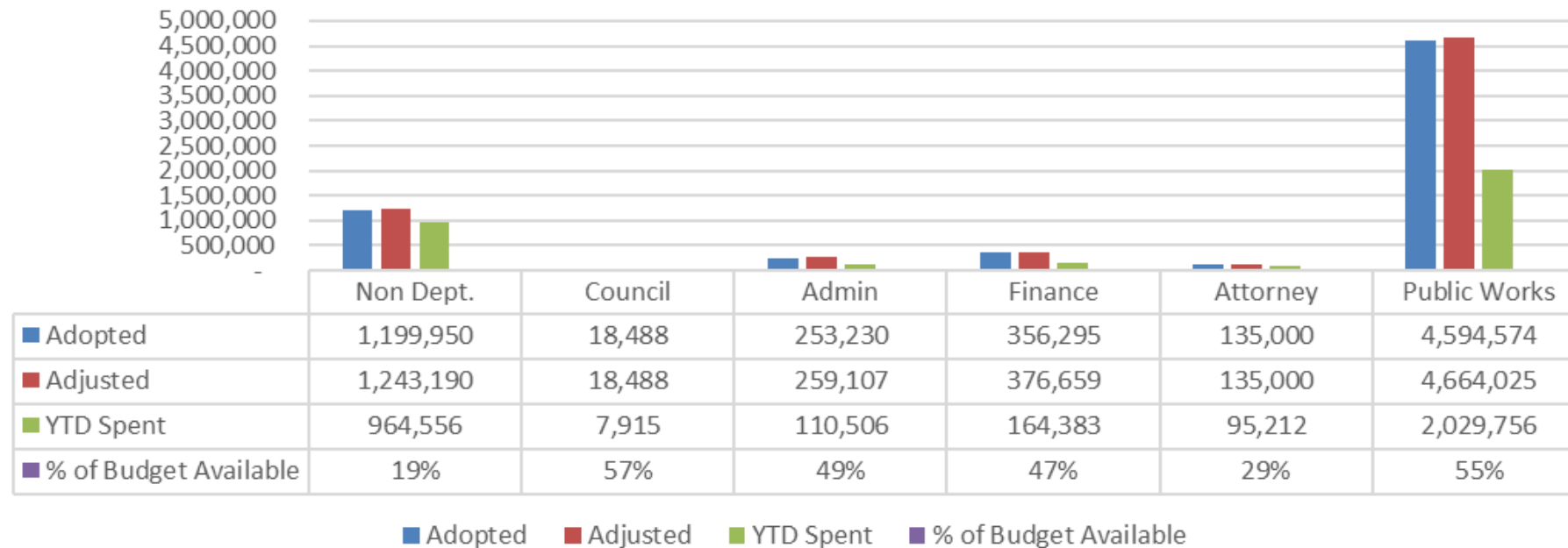
Water Fund - Revenues

Water Fund	2019/20 Adopted Budget	2019/20 Adjusted Budget	2019/20 Q2	% Collected
Revenues	\$6,557,537	\$6,557,537	\$3,350,242	51%



Water Fund - Expenses

Q2 Water Fund Expenses



* Total expenses include rollover Purchase Orders from FY 2018/19



Water Fund

Budget Expense Increase Recommendations:

WATER FUND		
Account	Description	Expense Increase
561-5006-2330	Maint. Buildings/Grounds	13,000
561-4400-2130	Professional Contracts	5,000
561-5031-2125	Equipment Rental	6,000
561-5031-2213	Office Supplies	3,000
561-5031-2330	Maint. Buildings/Grounds	1,500
561-5031-2335	Software	1,000
561-5034-2225	Fuel/Oil	3,000
TOTALS		32,500



Water Fund Estimated Fund Balance

			Net Position %
Ending Fund Balance @ 6/30/19		3,628,848	
Estimated Revenue @ 6/30/20	6,557,537		
Estimated Expenses @ 6/30/20**	(6,594,454)		
FY 2018-19 Rollover Purchase Orders***	(134,515)		
Estimated Unassigned Net Position		3,457,416	51%



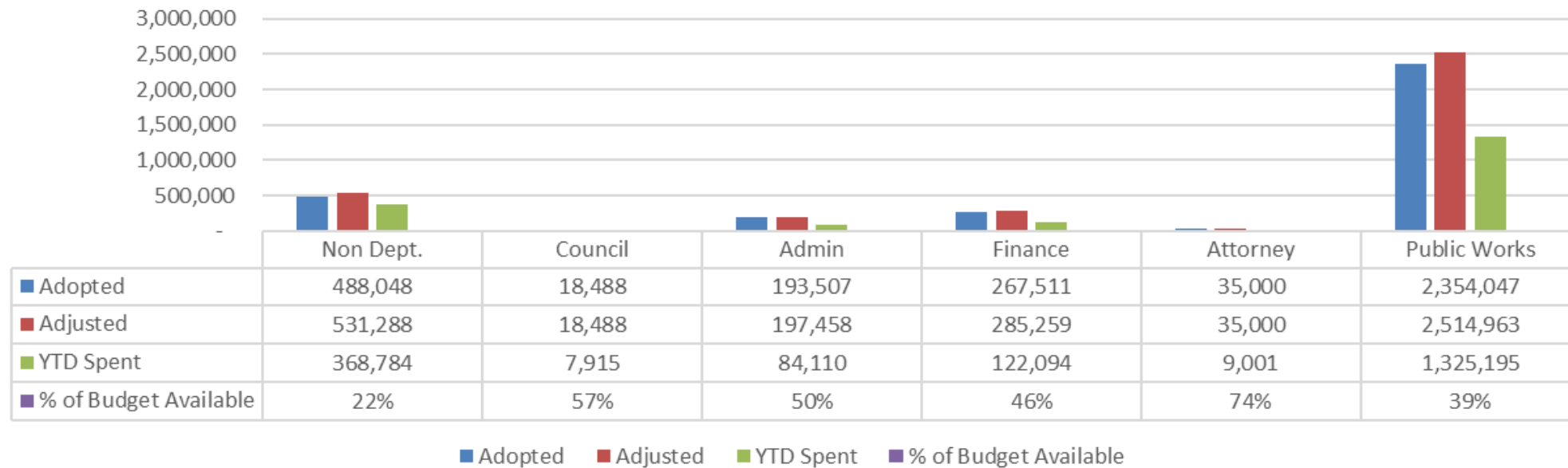
Wastewater Fund - Revenues

Water Fund	2019/20 Adopted Budget	2019/20 Adjusted Budget	2019/20 Q2	% Collected
Revenues	\$3,356,602	\$3,356,602	\$1,425,213	42%



Wastewater Fund - Expenses

Q2 Wastewater Fund Expenses



* Total expenses include rollover Purchase Orders from FY 2018/19



Wastewater Fund

Budget Expense Increase Recommendations:

WASTEWATER FUND		
Account	Description	Expense Increase
571-5006-2330	Maint. Buildings/Grounds	16,150
571-5029-2143	Fines & Penalties	7,000
571-5029-2215	Special Dept. Supplies	5,950
571-5029-2212	Maintenance Supplies	8,500
571-5029-2630	Capital Equipment	12,750
TOTALS		50,350



Wastewater Fund Estimated Fund Balance

			Net Position %
Ending Fund Balance @ 6/30/19*		2,760,563	
Estimated Revenue @ 6/30/20	3,356,602		
Estimated Expenses @ 6/30/20**	(3,183,742)		
FY 2018-19 Rollover Purchase Orders***	(223,209)		
Estimated Unassigned Net Position		2,710,214	80%



Other Funds Budget Adjustments - Revenues

Recreation

OTHER FUNDS		
Account	Description	Revenue Increase
289-3430-0000	Recreation Registration	30,000
289-3470-2247	Other Revenue - Jingle	9,500
TOTALS		39,500



Other Funds Budget Adjustments - Expenses

TREE CITY		
283-5026-2145	Other Contract Services	35,000
SB 1186		
291-4500-2155	Training & Conference	5,000
GARAGE		
582-5037-2225	Fuel/Oil	7,500
PARK IMPACT		
734-5027-2130	Professional Contracts	15,800



Other Funds Budget Adjustments - Expenses

RECREATION		
289-4728-2142	Banking Fees	2,000
289-4728-2144	Online Transaction Fees	2,000
289-4728-2245	Afterschool Enrichment	10,000
289-4728-2145	Other Contract Services	30,000
289-4728-2020	PT Salary	7,215
289-4728-2030	Overtime	1,560
289-4728-2040	FICA/Medicare	674
289-4728-2065	SDI	20
TOTALS		53,469



Other Funds Budget Adjustments - Expenses

WASTEWATER IMPACT		
773-5006-2330	Maint. Buildings/Grounds	2,850
773-5029-2215	Special Dept. Supplies	1,050
773-5029-2212	Maintenance Supplies	1,500
773-5029-2630	Capital Equipment	2,250
TOTALS		7,650



CARES/Leak Adjustments

St. Helena Low Income Subsidy Program (CARES) – FY 2019/20 Q2

- 98 Participants
- \$11,193

Water Leak Adjustments – FY 2019/20 Q2

- 278 excess units of water
 - \$1,854
 - 10 leak adjustments
- 9 were for residential properties



Council Action

Receive and File FY 2019/20 Q2

Adopt a Resolution Approving Recommended Budget Adjustments



Report to the City Council
Regular City Council - 25 Feb 2020

Agenda Section: OLD BUSINESS

Subject: Consideration of committing additional funds in the amount of \$54,050 to fund a Cooperative Agreement with Caltrans for the Napa Valley Vine Trail design from Calistoga to St. Helena.

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Napa Valley Vine Trail (NVVT) is envisioned as a 47-mile Class I mixed-use path for pedestrians and cyclists that will run the length of the Napa Valley (Calistoga to American Canyon) and connect to the Vallejo ferry terminal in Vallejo, providing a crucial link to the City of San Francisco and larger Bay Area. The proposed project is to construct a bike and pedestrian trail adjacent to the State Route (SR) 29 corridor which will encourage bicyclists and pedestrians to take alternative modes of transportation. The project will enhance the accessibility and connectivity of the community in surrounding neighborhoods and will eventually complete all segments of the 47-mile Vine Trail planned for the region. Up Valley areas currently lack significant alternative transportation and recreational infrastructure and these improvements will promote using transit, biking, and walking. The project has broad based community support from a coalition representing over 20 private and public sector organizations, all involved in its planning, design, and funding. Initial project funding for the Calistoga to St. Helena segment has been established from federal, state, local, and private (philanthropic) sources.

The Calistoga to St. Helena Vine Trail Segment (Project) will construct a 9.4 mile Class I bicycle/pedestrian path within the public right of way from the intersection of Fair Way

and Lincoln Avenue in Calistoga on the northern end to Pratt Avenue in St. Helena along State Route 29. A portion of the trail from Fair Way and Lincoln Avenue to Dunaweal Lane, approximately two miles, is already 100% designed and has CEQA and NEPA clearances. The remaining portion of the segment, Dunaweal Lane to Pratt Avenue is only partially designed and is the focus of this report.

On September 24, 2019, City Council authorized, via Resolution 2019-116, a funding agreement with Napa Valley Transportation Authority (NVTa) for the Napa Valley Vine Trail design from Calistoga to St. Helena for an amount not-to-exceed \$241,000. RSA+ is the consulting firm designing the project under NVTa's supervision. Funding for the work is to come from the following sources: (1) FY 2019-20 Fund 241 Measure T Class I Trails of \$103,000; (2) FY 2020-21 Fund 241 Measure T Class I Trails of \$118,750; and (3) FY 2020-21 use of General Funds of \$19,250

DISCUSSION

To continue to move forward on this project a Caltrans review of the project design is necessary. On January 15, 2020, the NVTa Board authorized the NVTa Executive Director to execute a Cooperative Agreement (Coop) with Caltrans for the Vine Trail project in the amount of \$440,000. The Executive Director then worked with Caltrans to reduce the total cost to \$235,000. On January 31, 2020, NVTa notified all participating jurisdictions (City of Calistoga, City of St. Helena, and the County of Napa) that the Caltrans required review of the project design would cost \$235,000. This amount is not included in the current \$241,000 funding agreement with the City of St. Helena. The City's share of this amendment would be an additional \$54,050. Prior to executing any new agreements, NVTa has requested each jurisdiction commit to the additional funding request. The following table summarizes the cost share by agency:

Participating Agency	Item	Amount	%	Contribution to Caltrans Coop
Calistoga	Initial contribution/Additional Request for ED/PS&E	\$242,000	23%	\$54,050
St. Helena	Initial contribution/Additional Request for ED/PS&E	\$241,000	23%	\$54,050
County of Napa	Initial contribution/Additional Request for ED/PS&E	\$567,000	54%	\$126,900
NVTa	ROW (does not include in kind staff contribution estimated at \$250K)	\$80,301		
Vine Trail	Total cash commitment (\$400k for PS&E)	\$1,600,000		

All county agencies receiving Measure T funds have a collective commitment requiring them to designate the equivalent of 6.67% of Measure T proceeds on implementing

Class I Trails in order to receive their share of Measure T funds. The City of St. Helena has established this as Fund 241 *Measure T Class I Trails*. The Napa Valley Vine Trail is identified as a Class I trail in the City of St. Helena and is currently the only Class I project in design within a portion of the city. The project has also been identified on the Measure T Class I Trails 5-year Project list by NVTa; therefore, it is an eligible expense of these funds.

The current balance of Fund 741 is \$166,546 with an additional \$104,250 designed in FY 2020-21 for a total balance of \$270,796. Of this amount, \$257,250 has already been committed through FY 2020-21.

It is recommended the City Council approve the additional funding needed for the Caltrans project design review and utilize General Fund unassigned reserves in the amount of \$40,500, which is the difference between the available balance in Fund 241 of \$13,546 and the amount necessary of \$54,050.

If the County of Napa, Calistoga, and St. Helena all agree to commit to the additional funds, NVTa will draft a funding agreement amendment that City staff will bring to City Council for review and approval.

FISCAL IMPACT

The equivalent 6.67% of Measure T funds do not come from the Measure T tax revenues and are typically comprised of General Funds or other local, regional, or state funds eligible for this use. The estimated fund balance for Fund 241 *Measure T Class I Trails* at the end of FY 2020-21 is \$270,796. Of this amount, the City has allocated \$257,250; therefore an additional \$40,500 of funds will need to be identified in FY 2020-21 to meet the City's share of project funds. It is recommended the additional funds come from the General Fund. Below is a summary of Fund 241 and recommended expenditures:

Class I Projects	Approved Expenditures	Recommended Expenditures
NVVT - Grayson Avenue to Pratt Avenue - Trail Alignment Feasibility Study	\$16,250	
NVVT - Calistoga to St. Helena - 65% PS&E	\$103,000	
NVVT - Calistoga to St. Helena - 100% PS&E	\$138,000	
NVVT - Calistoga to St. Helena - Caltrans Coop Agreement		\$54,050
Total	\$257,250	\$54,050

RECOMMENDED ACTION

Discussion and direction to staff.

ATTACHMENTS

[Attachment 1: January 15, 2020 NVTB Board Staff Report](#)



January 15, 2020
NVTA Agenda Item 11.3

Continued From: New

Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Principal Planner
 (707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Resolution No. 20-01 Authorizing the Executive Director to Execute the Cooperative Agreement 04-2749 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTA) for the Napa Valley Vine Trail Calistoga to St Helena Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 20-01 (Attachment 1) approving Cooperative Agreement 04-2749 (Attachment 2) with Caltrans and authorize the Executive Director, or designee, to sign the Cooperative Agreement for an amount not to exceed \$440,000 and amendments for the Napa Valley Vine Trail (Vine Trail) Calistoga to St. Helena project (Project).

OTHER OPTIONS FOR CONSIDERATION

The Board could decide not to authorize the Cooperative Agreement in which case Caltrans would not allow the project to move forward in the state's right of way.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

This Cooperative Agreement is a standard Caltrans document for improvements to the State Highway System. Previously, on July 18, 2018 the NVTA Board approved NVTA entering into a Cooperative Agreement ("Coop") with Caltrans for the Vine Trail. This 2018 Coop was for the Project Initiation Document (PID) phase of the Project only and was canceled on August 8, 2019 at Caltrans' recommendation. Caltrans drafted a new Coop (Attachment 2) which is a single more comprehensive agreement which covers Caltrans

oversight on the entire Calistoga to St. Helena Vine Trail Project from Project Approval and Environmental Document through Construction.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. Up to \$440,000. NVTAG is working with Caltrans to reduce the cost.

Is it currently budgeted? No - a budget amended would be required.

Future Fiscal Impact? No. This covers Caltrans' oversight costs through the construction phase of the Calistoga to St. Helena Vine Trail project.

Consequences if not approved? The St. Helena to Calistoga section of the Vine Trail will not proceed and the Active Transportation Program (ATP) and One Bay Area Grant 2 (OBAG 2) funds allocated to the project will be forfeited.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1- Serve the transportation needs of the entire community regardless of age, income, or ability.

The Vine Trail is a critical project that supports alternative transportation for individuals who may not have the income or the ability to drive an automobile.

Goal 2 – Improve system safety in order to support all modes and serve all users.

This segment of the Vine Trail will allow bikers and walkers to safely navigate from St Helena to Calistoga on a Class I bike path – separated from automobile traffic.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

NVRTA continues to work with the Napa Valley Vine Trail Coalition and Caltrans on the St. Helena to Calistoga segment of the Vine Trail. The project is now at 65% design and the environmental consultant has finalized the Area of Potential Effect (APE) and is working on a draft Initial Study Mitigated Negative Declaration (IS/MND) for CEQA and a Categorical Exclusion (CE) for NEPA. NVTA is in the process of finalizing the Design Contract with RSA+ within the maximum \$1.4 million Board authorization from June 12, 2019. NVTA will complete the final design at the end 2020 and start construction in the spring of 2021.

This Caltrans Cooperative Agreement process is different from the process for the Oak Knoll sections of the Vine Trail because a significant portion of the proposed trail alignment is within the Caltrans Right of Way. The Caltrans process will be administered through their Project Management division. The payment to Caltrans under this Cooperative Agreement will cover review and approval of the environmental and design documents as well as construction oversight and long-term environmental mitigation for the project elements within the Caltrans' right of way.

SUPPORTING DOCUMENTS

Attachments: (1) Resolution No. 20-01
(2) Cooperation Agreement 04-2749

ATTACHMENT 1
NVRTA Agenda Item 11.3
January 15, 2020

RESOLUTION No. 20 – 01

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
AUTHORIZATION TO EXECUTE THE COOPERATIVE AGREEMENT 04-2749
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
(CALTRANS) AND THE NAPA VALLEY TRANSPORTATION AUTHORITY**

WHEREAS, the Napa Valley Vine Trail is a proposed 47-mile class 1 path from the Vallejo Ferry Terminal to the City of Calistoga, and

WHEREAS, the Napa Valley Transportation Authority (NVRTA) Board wishes to build the Napa Valley Vine Trail Calistoga to St Helena project utilizing Caltrans Right of Way along State Route 29; and

WHEREAS, it is being proposed that roughly 4 miles of the Calistoga to St. Helena Vine Trail segment be constructed within the Caltrans right of way on SR 29; and

WHEREAS, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System; and

NOW THEREFORE BE IT RESOLVED, that the NVRTA Board hereby authorizes the Executive Director to execute and make minor changes to Cooperative Agreement 04-2749 with the State of California Department of Transportation and Napa Valley Transportation Authority.

Passed and Adopted the 15th day of January 2020.

Chris Canning, NVRTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

Agreement 04-2749
 Project No. 0418000447
 EA 2Q260
 04-NAP-29-29.3 - 37.2

ATTACHMENT 2
NVTA Agenda Item 11.3
January 15, 2020

COOPERATIVE AGREEMENT (11-27-19, AH)

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a public corporation/entity, referred to hereinafter as NVTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *Design and construction of a 9.4 miles long Class I bicycle and pedestrian path from St. Helena to Calistoga in Napa County.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - NVTa completed several environmental and traffic technical studies and the 35% project plans.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

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RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NVTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTA is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- NVTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- NVTA is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- NVTA is the CONSTRUCTION IMPLEMENTING AGENCY.

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CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

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17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Independent Quality Assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Independent Quality Assurance (IQA) efforts are to ensure that NVTAs quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. NVTAs will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

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23. NVTa, including any employee, agent, consultant or sub-consultant retained by the NVTa, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the “Final Caltrans Environmental Records Retention Policy”, available at <http://www.dot.ca.gov/ser/vol1/sec6/ch38nepa/pdf/cal-env-rec-retention-policy.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS’ written request.

CEQA/NEPA Lead Agency

24. NVTa is the CEQA Lead Agency for the PROJECT.
25. CALTRANS is a CEQA Responsible Agency for the PROJECT.
26. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’S responsibilities in this AGREEMENT.
28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

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29. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
1602 California Department of Fish and Wildlife
2080.1 California Department of Fish and Wildlife
2080 (B) California Department of Fish and Wildlife

Project Approval and Environmental Document (PA&ED)

30. As the PA&ED IMPLEMENTING AGENCY, NVTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
31. NVTA will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	Yes
165.15.15.xx Essential Fish Habitat Consultation	Yes
165.15.15.xx Section 7 Consultation	Yes
165.25.25 Approval to Circulate Resolution	Yes
180.10.05.45 Section 7 Consultation	Yes

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
33. NVTA will provide written notice of the initiation of environmental studies to the NEPA Lead Agency (CALTRANS) prior to completing any other PA&ED phase work.

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California Environmental Quality Act (CEQA)

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
36. CALTRANS is a CEQA Responsible Agency for the PROJECT and will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
39. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
40. The CEQA Lead Agency will attend all CEQA-related public meetings.

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41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

42. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

43. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.

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44. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
45. NVTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. NVTA will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

46. The NEPA Lead Agency will attend all NEPA-related public meetings.
47. NVTA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
48. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

49. NVTA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Plans, Specifications, and Estimate (PS&E)

50. As the PS&E IMPLEMENTING AGENCY, NVTA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

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51. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

52. NVTA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

NVTA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

53. NVTA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

54. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, NVTA is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

55. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx Quality Management	No

56. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
57. NVTA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

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58. NVTA will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

59. NVTA will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

60. NVTA will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

NVTA will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

61. If NVTA acquires any right-of-way to be incorporated into the State Highway System, NVTA will first acquire in its own name.

If CALTRANS acquires any right-of-way, CALTRANS will first acquire in NVTA's name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

62. NVTA will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

NVTA will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

NVTA will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

63. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

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64. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by NVTA verifying that the title is free of all encumbrances and liens. Upon acceptance, NVTA will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
65. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

66. As the CONSTRUCTION IMPLEMENTING AGENCY, NVTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
67. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

68. NVTA will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. NVTA will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
69. CALTRANS will not issue an encroachment permit to NVTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreement required for the WORK are executed.
70. NVTA will require the construction contractor to furnish payment and performance bonds naming NVTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

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71. NVTa will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, NVTa also accepts responsibility to administer the construction contract.
72. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
73. CALTRANS will not issue an encroachment permit to NVTa's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
74. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection QMP is subject to review and approval by the State Materials Engineer.
75. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations NVTa, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
76. NVTa will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
77. NVTa will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.

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78. NVTA will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$50,000, or as indicated in paragraph 79 of this agreement, as appropriate.
79. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
80. NVTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. CALTRANS will provide Independent Quality Assurance for the claims process.
81. NVTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. NVTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
82. As the CONSTRUCTION IMPLEMENTING AGENCY, NVTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
 - Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from NVTA for relief from maintenance of the PROJECT or a portion thereof.
83. PARTIES confirm that, upon WORK completion, PARTIES will execute a new Maintenance Agreement stipulating the terms and conditions under which the PARTY responsible for maintenance of the PROJECT area will carry out that responsibility.

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84. Upon WORK completion, ownership and title to all materials and equipment constructed or installed for the operation and/or maintenance of the State Highway System (SHS) within the SHS right-of-way as part of the WORK become the property of CALTRANS, except:

- ***Phase con ownership TE*** will become the property of NVT A

CALTRANS and NVT A will develop and execute a new or amended maintenance agreement for this property prior to WORK completion.

Property owners will operate, maintain, relocate, remove, and protect their property within the State Highway system at their own expense including removing, relocating, or protecting said property when required for future improvements or whenever else required by CALTRANS.

CALTRANS will assume no responsibility for the property which it does not own. Property owners will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of said property.

85. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, NVT A will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, NVT A will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

86. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

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87. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

88. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

89. CALTRANS retains the right to reject noncompliant WORK. NVTa agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

90. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

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Consultant Selection

91. NVTa will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

92. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NVTa, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to NVTa, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
93. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

94. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

95. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

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96. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

97. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

98. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
99. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
100. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. NVTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

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101. NVTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NVTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NVTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.
102. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

103. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
104. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
105. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

106. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

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107. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

108. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NVTa will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

109. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
110. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

111. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

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112. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

113. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
114. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
115. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

116. NVTa will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NVTa will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

Venue

117. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

118. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

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Indemnification

119. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTa under this AGREEMENT. It is understood and agreed that NVTa, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
120. Neither NVTa nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVTa and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

121. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
122. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

123. NVTa will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. NVTa waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

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124. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

125. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

126. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NVTa will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

127. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

128. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

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Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

 Helena (Lenka) Culik-Caro
 Deputy District Director, Design

VERIFICATION OF FUNDS AND AUTHORITY:

 Jeffrey Armstrong
 District Budget Manager

APPROVED AS TO FORM AND PROCEDURE:

 Meera Danday
 Deputy Attorney

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

 Tamara Warren
 HQ Accounting Supervisor

NAPA VALLEY TRANSPORTATION AUTHORITY

 Kate Miller
 Executive Director

Attest:

 Karrie Sanderlin
 Program Manager Administration

Approved as to form and procedure:

 Dee Anne Gillick
 General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 1123									
<u>IMPLEMENTING AGENCY→</u>			<u>NVTA</u>	<u>NVTA</u>	<u>NVTA</u>		<u>NVTA</u>		Totals
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	ATP	0	0	0	0	100,000	6,006,000	6,106,000
LOCAL	NVTA	Local	260,000	700,000	5,000	95,000	0	0	1,060,000
Totals			260,000	700,000	5,000	95,000	100,000	6,006,000	7,166,000

<u>SPENDING SUMMARY</u> v 222121											
Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	<u>NVTA</u>	
ATP	0	0	0	0	0	0	0	0	100,000	6,006,000	6,106,000
Local	0	260,000	0	700,000	0	5,000	95,000	0	0	0	1,060,000
Totals	0	260,000	0	700,000	0	5,000	95,000	0	100,000	6,006,000	7,166,000

FUNDING SUMMARY No. 01

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Project No. 0418000447

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

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5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If NVTA invoices for rates in excess of CalHR rates, NVTA will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVTA will pay invoices within five (5) calendar days of receipt of invoice.
8. If NVTA has received EFT certification from CALTRANS then NVTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then NVTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
11. If CALTRANS reimburses NVTA for any costs later determined to be unallowable, NVTA will reimburse those funds.

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Project Approval and Environmental Document (PA&ED)

12. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

14. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

15. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION Support

16. NVTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

17. NVTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.