



***AMENDED 8-21-20**
City of St. Helena
Regular City Council Meeting
Tuesday, August 25, 2020 @ 6:00 PM

n accordance with Executive Order N-29-20, and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways: Members of the public may not physically attend meetings. The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions.

Please click the link below to join the meeting: <https://us02web.zoom.us/j/84092587036>

Or iPhone one-tap: US: +16699006833,,84092587036# or +12532158782,,84092587036#

Or Telephone: Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Meeting ID: 840 9258 7036

International numbers available: <https://us02web.zoom.us/j/84092587036>

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.

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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.Water Audit California](#)
[Public Comment.Christy Pestoni and Bryce Howard](#)
[Public Comment.Luke Myers](#) 9 - 18
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. * NEW ITEM 8-21-20 19 - 39
Public Health Update on COVID-19 Emergency by Napa County Deputy Director of HHSA - Public Health Officer Dr. Karen Relucio
[City Council COVID-19 Presentation](#)
 - 6.2. Proclamation in recognition of the St. Helena postal service's important contributions to our community and designating this Labor Day September 7, 2020 as St. Helena Postal Service Day in St. Helena 41 - 43
[Proclamation](#)
7. STAFF BRIEFING
 - 7.1. Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
8. CONSENT ITEMS
Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
 - 8.1. Consideration and proposed approval of Regular Meeting Minutes of [Insert Date] 45 - 53

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Approve the minutes.
[7-30-2020 Special City Council Underground Master Plan Workshop - Minutes](#)
[8-11-2020 Regular City Council - Minutes](#)
 - 8.2. Consideration and proposed approval of a resolution approving the the Italian flag to be flown on the City's ceremonial flag pole during the month of October for Italian Heritage Month 55 - 62

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

Recommendation:

Approve Resolution authorizing the Italian flag to be flown on the City's ceremonial flag pole during the month of October for Italian Heritage Month.

[Staff Report - Pdf](#)

- 8.3. Quarterly Grant Report for FY 2020 Q4, for the period ending June 30, 2020 63 - 92

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Receive and file report.

[Staff Report - Pdf](#)

[Q4 Powerpoint](#)

- 8.4. *NEW ITEM 8-21-20 93 - 128

Consideration and Approval of a Resolution: (1) Establishing CIP Project No. R21-03 *2020 Emergency Fire Clearing* with a Construction budget of \$150,000; (2) Ratification of a Construction Contract with McCullough Construction Inc. for Emergency Fire Clearing at the Louis Stralla Water Treatment Plant (LSWTP) and other Locations, if necessary, Designated by the City to Mitigate Fire Risk/Damage from the LNU Lightning Complex fires for an amount not-to-exceed \$100,000; (3) Authorize the Director of Public Works to approve Change Orders not-to-exceed 50% of the original contract amount for the protection of critical City structures; and (4) Authorize a transfer of an amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency Work.

CEQA Determination: This work will be conducted under a Statutory Exemption identified under Sections(s) 15269, 15282 and 15284 of the California Environmental Quality Act

Prepared By: April Mitts, Finance Director

Recommendation:

Approve a Resolution: (1) Establishing CIP Project No. R21-03 *2020 Emergency Fire Clearing* with a Construction budget of \$150,000; (2) Ratification of a Construction Contract with McCullough Construction Inc. for Emergency Fire Clearing at the Louis Stralla Water Treatment Plant (LSWTP) and other Locations, if necessary, Designated by the City to Mitigate Fire Risk/Damage from the LNU Lightning Complex Fires for an amount not-to-exceed \$100,000; (3) Authorize the Director of Public Works to approve Change Orders not-to-exceed 50% of the original contract amount for the protection of critical City structures; and (4) Authorize a transfer of an amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency Work.

[Staff Report - Pdf](#)

- 8.5. *NEW ITEM 8-21-20 129 - 135

Ratify Emergency Declaration Issued by the City Manager/Director of Emergency Services Proclaiming the Existence of a Local

Emergency Related to the Hennessey Fire and the LNU Lightning Complex Fires (~~Staff report forthcoming~~. Provided 8-25-20 at 4:30 pm)

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Adopt Resolution No _____ ratifying the declaration of a local emergency.

[Staff Report - Pdf](#)

9. PUBLIC HEARINGS

9.1. None

10. OLD BUSINESS

10.1. *UPDATED TITLE 8-21-20

137

City Manager Update on Fire Emergency and COVID-19 Emergency (Oral Report)

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Discussion and direction to the City Manager.

[Staff Report - Pdf](#)

10.2. Review of City of St. Helena Small Business Sustainability Loan Program; Discussion and Direction Regarding Possible Modification(s) to Expand Eligibility; and, Consideration of a Resolution updating the Small Business Sustainability Loan Program to Include Organizations Providing Critical Services

139 - 152

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Consider approval of a Resolution updating the Small Business Sustainability Loan Program Updating the Eligibility to Include Organizations Providing Critical Services.

[Staff Report - Pdf](#)

11. NEW BUSINESS

11.1. Receive and file the Q4 FY 2019-20 financial report (unaudited).

153 - 170

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Receive and file the Q4 FY 2019-20 unaudited financial report.

[Staff Report - Pdf](#)

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

12.1.

September City Council Meetings:

9/8 (staff reports due 8/21)

9/8 3pm User Fees and Impact Fees Workshop

9/22 (staff reports due 9/4)

9/22 4pm Workshop General Plan Housing Prioritizing Chapter

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

Monthly Water Update

CONSENT:

9/8 Cell Tower Lease Renewal

9/8 City conflict of Interest Code Update

9/8 Mills Lane storm drain design award

9/8 NOC tennis courts rehab3.

OLD BUSINESS:

September – First/Second reading for Vaping Ordinance

9/22 Will Serve Policy Discussion

9/8 Downtown streetscape update

9/8 Scout Hall Discussion

City Manager COVID-19 update

PH or NEW BUSINESS:

9/8 User fee and impact fee study discussion/Discussion of Council cost recovery policy (Study Session 3:00 pm)

9/22 User fee and impact fee study discussion/Discussion of Council cost recovery policy

9/8 Housing goals update

9/8 Term sheet WAPPO soccer field discussion

9/8 Designating LOCC virtual voting delegate

9/8 Generator discussion

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for September 8, 2020, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on August 14, 2020. Reposted 8-21-20



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.

THE CITY OF ST. HELENA ENCOURAGES ONLINE PUBLIC PARTICIPATION IN VIRTUAL CITY COUNCIL MEETINGS

St. Helena, CA– The City of St. Helena is committed to public participation in City government in a manner that is consistent with guidance provided by the Napa County Public Health Official and Governor Newsom's Executive Order N-25-20. These guidelines relate to social distancing, and are intended to protect everyone by limiting the spread of COVID-19 in our community. In adherence to these guidelines, the St. Helena City Council will host a Virtual Council Meeting on Zoom; a free teleconferencing tool that enables users to watch and/or call into the meeting from their computers or phones. This meeting will be open to public and allows for live public comment. The meeting will also be recorded, livestreamed, and posted on the City's website after the adjournment of the meeting if technical difficulties occur: <https://sthelena.civicweb.net/Portal/>

The ZOOM web link, meeting ID, and phone number will be listed at the top of the City Council Meeting Agenda. You will be required to enter the meeting ID, but there will be no password or participant ID.

How to Watch or Listen to Council Meetings:

1. Watch on Comcast Channel 28
2. Watch the livestreaming video on the City's website
3. Watch and Listen on Zoom.us by clicking on the link in the Council Agenda
4. Listen only by calling the Zoom number listed on the Council Agenda

Watch Council Meeting by Joining the Zoom Meeting:

1. **By Computer, Tablet, or Smart Phone:**
 1. Before joining the virtual City Council Meeting, it is highly encouraged that you download the Zoom App. To sign up for your own free account, visit zoom.us/signup and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.
 2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: <https://zoom.us/join> and enter the **Meeting ID**
 3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
 4. For specific instructions for your device, go to: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>
1. **Listen Only by Telephone:**
 1. **Dial** the number listed on the Council Agenda.
 2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participate ID is not required.**
 3. To disconnect from the meeting, hang up the phone.

Ways to Provide Public Comment:

While attending the virtual City Council Meeting, the public will have the opportunity to provide live public comment during Public Forum and after each agenda item. When it is the appropriate time for public comment the Mayor will verbally open public comment. At this time each individual is permitted 4 minutes to speak.

1. **Send a Public Comment in by 4:00 PM Prior to the Meeting to:**
publiccomment@cityofsthelena.org

The easiest way to provide public comment is to email your public comment. Public comments may be emailed to publiccomment@cityofsthelena.org. Please include in the subject line "COMMENT TO COUNCIL and the AGENDA ITEM". Any public comment is required to be submitted no later than 2 hours before the scheduled meeting and will be included as an attachment to the agenda. All public comments will be made publicly available and attached to the agenda item and will not be read out loud. All public comments that are received after 4:00 PM will be attached to the agenda the following day.

2. Provide Comment through Zoom meeting from a computer, tablet, or smart phone

This option allows the public to virtually attend the meeting as a muted 'attendee' with no video or screen sharing capabilities. You will be able to see and hear those participating in the meeting, but they will not be able to hear you until the host unmutes you.

If you wish to provide public comment during a specific agenda item or during public forum, you can use the **"raise hand"** feature located in the control panel at the bottom of your screen. The icon is a small blue hand. In Windows you can also use the Alt+Y keyboard shortcut to raise or lower your hand. In Mac you can also use the Option+Y keyboard shortcut to raise or lower your hand.

The host will be notified that you've raised your hand and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. To be removed from the queue, just click the **'raise hand'** button again.

3. Call in to the ZOOM meeting from a cell phone or landline phone only

This option allows the member of the public with the opportunity to verbally participate in public comment.

If you wish to speak during public comment time dial ***9** on your telephone.

The host will be notified that you would like to speak and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. You may press ***9** again if you wish to be removed from the queue.

You will be notified at the end of your statement that you have been muted.



WATER AUDIT CALIFORNIA

A PUBLIC BENEFIT CORPORATION

952 School Street, Suite 316, Napa, CA 94559
WaterAuditCA.org

August 25, 2020

BY EMAIL:

publiccomment@cityofsthelena.org
gellsworth@cityofsthelena.org
pdohring@cityofsthelena.org
mkoberstein@cityofsthelena.org
achouteau@cityofsthelena.org
dknudsen@cityofsthelena.org
mprestwich@cityofsthelena.org
ctzaopoulos@cityofsthelena.org
ESmithies@cityofsthelena.org

Mark Prestwich
City Manager
1572 Railroad Avenue
St. Helena, CA 94574

Re: August 25, 2020 CITY COUNCIL MEETING PUBLIC COMMENT
STONEBRIDGE WELLS

Honorable Mayor Ellsworth and member of the City Council, Mr. Prestwich and staff:

I write on behalf of Water Audit California to raise serious reservations about the City's production of water from its Stonebridge wells. **This letter shall not be construed as a notice of pending litigation.**

The Napa River (and for the purposes of this letter, all of its tributaries) is a federal and state designated navigable waterway, proven to be occupied by federal and state protected threatened and endangered species, including fish.

Conduct, including dewatering, which results in an unlawful kill of protected fish is an unlawful "take" under federal law, and can be enjoined. Further, diminution of flows sufficient to sustain fish in good condition is a violation of the City's preeminent duties to the public trust as defined by *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419.

Commenting on the significance of the *National Audubon* decision, a later court wrote: "Despite the historical significance of appropriative water rights in the state, the

Water Audit CA comment letter 08.25.2020

comprehensiveness of the water rights system, the threat to the water supply for the City of Los Angeles, and perhaps, most significantly, the fact that the tributaries from which the water was being diverted were not themselves navigable, the public trust prevailed. ... **the [National Audubon] court rejected the notion that reasonable use or the appropriative rights system supplanted the public trust doctrine.**” (Emphasis added.)

That court stated its inquiry was “whether the public trust doctrine giveth the [Water] Board and the County a public trust duty to consider whether the extractions of groundwater adversely affect public trust uses of the Scott River and whether SGMA taketh those duties away.” It concluded: **“the public trust doctrine applies if extraction of groundwater adversely impacts a navigable waterway ... [T]he determinative fact is the impact of the activity on the public trust resource. ... The analysis begins and ends with whether the challenged activity harms a navigable waterway and thereby violates the public trust.”** See *Environmental Law Foundation et al. v. State Water Control Board* (3rd District Court of Appeal, Case No. C083239. (Emphasis added.)

Our initial review of available data, some of which we cite below, strongly suggests that the City’s groundwater extraction has frequently reduced or eliminated the proximate flows in the Napa River required by the public trust. This need not be a matter for speculation. Well established techniques of geohydrology can calculate the “zone of depression” about the wells as seen in the following illustrations, with the left image showing an unimpacted stream, and the right showing a stream dried by over-production. As a trustee of the public trust, the City has a duty to determine whether its conduct is causing injury to the trust, and if so, to modify its conduct so as to eliminate the injury.

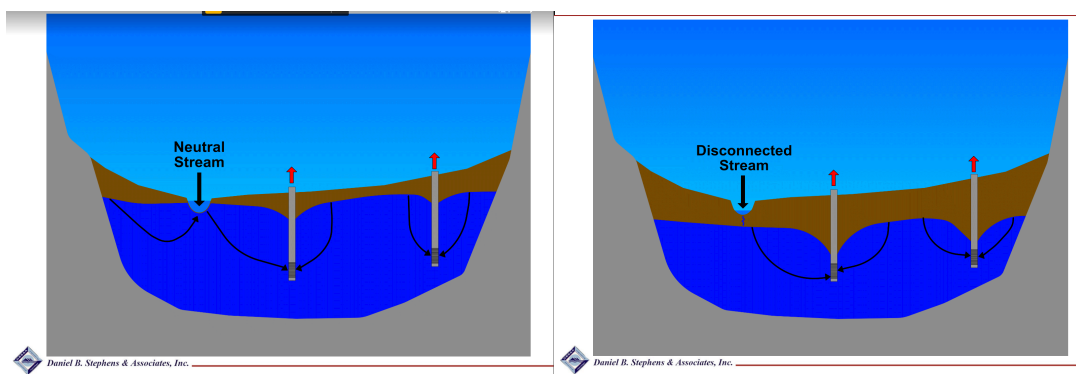


Image from the presentation of Dr. Douglas (Gus) Tolley, Napa Water Forum 02.07.2002

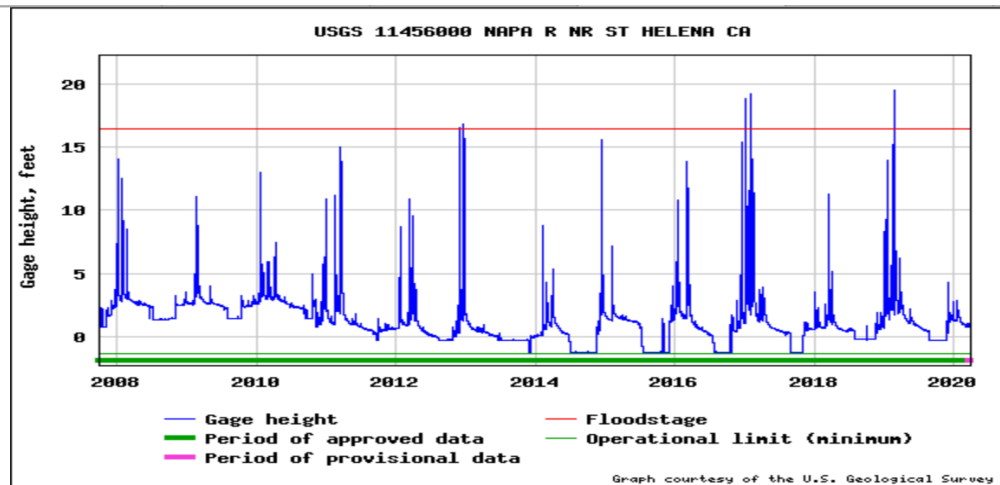
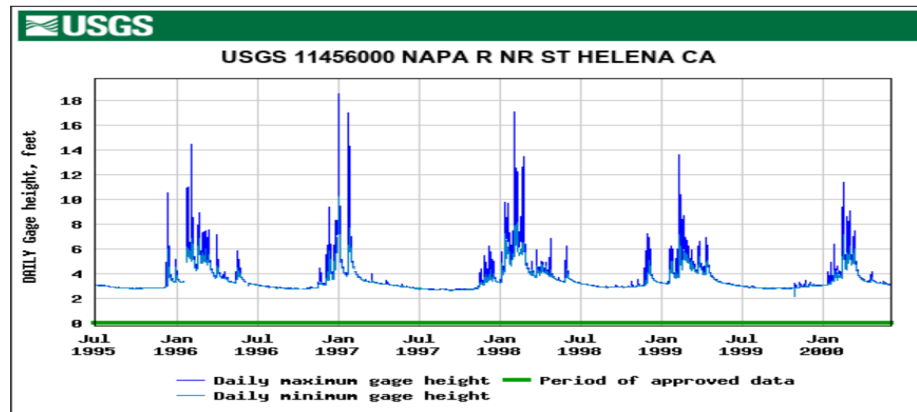
Water Audit CA comment letter 08.25.2020

USGS records from 1959 shows that on no occasion before 2001 did the Napa River run dry proximate to the Stonebridge wells. From 2001 to 2020 the River has run dry on twelve (12) occasions, or two-thirds of the time. A pertinent portion of the record is displayed below:

USGS 11458000 NAPA R NR NAPA CA												
Time-series: Monthly statistics GO Napa County, California Hydrologic Unit Code 18050002 Latitude 38°22'06", Longitude 122°18'08" NAD27 Drainage area 218 square miles Gage datum 24.74 feet above NGVD29 Output formats HTML table of all data Tab-separated data Reselect output format												
00060, Discharge, cubic feet per second,												
YEAR	Monthly mean in ft ³ /s (Calculation Period: 1959-10-01 -> 2020-02-29)											
	Period-of-record for statistical calculation restricted by user											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1955	3,083	347.9	2,530	227.2	165.9	40.1	13.5	2.84	2.05	1.92	2.61	229.2
1956	695.9	1,335	516.4	210.7	110.9	42.8	14	5.49	2.84	2.54	35.4	749.8
1957	2,481	336.3	97.8	41	20.8	5.96	1.02	0.244	0.201	0.552	43	143.8
1958	862.2	3,408	339.7	273.6	148.7	100.5	23.9	5.46	3.05	2.82	54.2	130.7
1959	122.4	1,276	517.6	354.1	72.2	26.3	5.78	2.73	0.831	1.23	6.68	7.77
1960	104.1	1,034	592.9	85.1	40.1	11	2.64	0.324	0.057	2.3	4.6	6.94
2001	71.5	442.4	305.3	38.9	18.4	4.29	0.719	0.04	0.	0.	65.6	964
2002	814.7	159.2	212	65.1	26.6	9.36	1.76	0.	0.	0.	4.72	1,613
2003	659.6	292.7	252.1	249.8	278.8	33.5	7.4	1.77	0.133	0.	3.59	576.7
2004	474.8	1,401	260.4	52.2	24.7	8.88	2.29	0.243	0.034	3.64	8.51	519.9
2005	721.3	398.6	697.4	278.4	265.8	62.4	16.2	4.18	1.15	0.019	3.17	1,407
2006	1,272	544.9	1,394	1,205	118.6	36	11.5	2.8	0.632	0.435	4.15	61
2007	27.4	311.2	101.7	29.6	18.7	10.1	1.49	0.186	0.022	0.014	0.012	19.1
2008	673.5	519.3	104	31.1	16.2	4.62	0.726	0.054	0.004	0.	0.825	10.7
2009	5.56	617.8	341.7	38.4	42.1	10.6	1.74	0.12	0.	3.51	0.75	9.96
2010	678.2	431.8	419.5	451.3	86.2	30.7	9.63	3.34	0.261	12.3	21.7	538.3
2011	278.4	641.6	1,733	236.1	69.2	60.9	16.2	5.35	2.15	3.9	5.33	5.17
2012	98.4	21.7	621	310.1	52.1	15	4.7	0.381	0.	0.	146.3	1,358
2013	248.3	61.4	37.7	27.4	10.3	4.42	0.234	0.	0.	0.	0.	0.
2014	0.	183.8	111.5	128.2	18.8	3.88	0.135	0.	0.032	0.	0.087	695.2
2015	52.5	299.9	49.2	25.6	12.2	11.5	1.69	0.	0.	0.	0.	26.8
2016	420.3	81.1	1,188	96.3	32.6	11	2.68	0.164	0.	6.08	50	353.5
2017	2,745	2,661	374.9	336	70	26.2	6.81	1.57	0.	0.281	4.52	5.15
2018	55.8	18.1	221.4	123.9	27.5	9.18	5.18	0.013	0.	0.	2.35	19.9
2019	501.6	2,166	963.7	279.5	106.4	39.8	13.3	3.48	0.	0.	0.	91.5
2020	97.4	41.3										

Water Audit CA comment letter 08.25.2020

The following graphs show how drying has now become commonplace in all but the most wet of years, and further, how the duration of the dry periods have become more extended later in the monitored period.



Graph courtesy of the U.S. Geological Survey

Well operating records are necessary to complete the input data set to build the cone of depression model that will show (or not show) the relationship between groundwater extraction and dry periods. On present information it appears much more likely than not that substantial modification to the operation of the Stonebridge wells will be required to reconcile the City's public trust duties.

Water Audit CA comment letter 08.25.2020

Any estimate of the impact of re-operations on production would be premature and speculative. Respectfully, it would be prudent for the City to defer commitment to any additional water deliveries until it can determine if any impairment to exist supplies does exist. We do not insist that any such diminution will occur, but conversely cannot avow it will not.

We urge you to take this situation into consideration in your deliberations, and to defer any decision until the issue of the Stonebridge wells can be investigated and reported with scientific certainty.

Respectfully,

A handwritten signature in blue ink, appearing to read "Grant Reynolds".

Grant Reynolds
Director

August 17, 2020

Mark Prestwich
City Manager
1572 Railroad Ave
St. Helena, CA 94574



Delivery via email to: MPrestwich@cityofsthenana.org

Dear Mr. Prestwich,

We are writing regarding comments made by Mayor Geoff Ellsworth during the "Reports by Staff and City Council" portion of the City Council meeting on August 11, 2020. As you may remember, Mr. Ellsworth delivered prepared remarks regarding fire safety concerns at Clover Flat Landfill. While Mr. Ellsworth did not say the name of our company or facility, Clover Flat is the only landfill in the vicinity to which he could have been referring. Mr. Ellsworth appeared to invite discussion on whether Clover Flat Landfill's operations should be relocated. If this topic had been noticed and described on City Council's agenda, we certainly would have appeared to participate in this discussion. Until we have that opportunity, we would like to provide the following information for you to share with City Council.

As widely reported, Clover Flat Landfill did have fire outbreaks in 2018. With the assistance of CalFire, our employees were able to contain those fires on site. We immediately worked with CalFire and our local enforcement agency (Napa County Environmental Health) to change operational practices and improve fire protection systems. Clover Flat now uses only soil as daily cover from April 15 to October 15, and has a two day daily cover soil stockpile adjacent to active refuse fill at all times which dramatically reduces fire risk. Clover Flat now has a full-time manager on site, and we provide a 24-hour fire watch during fire season. These measures are paired with a fire protection plan that was reviewed and approved by CalFire and the Napa County Fire Department. That plan addresses operational fire safety and requires 60,000 gallons of water storage for fire protection. These measures significantly increase Clover Flat's fire protection system, and we have not had a fire in the two years since we implemented these measures.

We have reported our fire response to the Upper Valley Waste Management Authority ("UVWMA"), the joint powers authority that contracts with our company to provide waste hauling and landfill services. Because Mr. Ellsworth is an alternate board member of the UVWMA, we were under the impression that he was aware of the changes that have occurred at Clover Flat. He has been in attendance at regular in person monthly meetings prior to the Covid-

4380 Silverado Trail, Calistoga, CA. 94515
P. O. Box 382, St Helena, CA. 94574
PH 707-963-7988

19 pandemic. Our company is very open about its operations, and we always are happy to provide information to local officials, customers, and other interested persons. In fact, Mayor Ellsworth had a private tour with the landfill manager on Monday October 28th 2019, where he learned firsthand about Clover Flat's fire protection system and upgrades to the facility.

In addition to advancements in fire protection, and we are investing in other improvements at Clover Flat and Upper Valley Disposal Service. For example, we are taking the necessary steps to comply with California's changing regulations designed to divert organic waste from landfills and to reduce greenhouse gas emissions. We would very much like the opportunity to update City Council on all of these topics. To that end, we request that you schedule an update on the Council's agenda in the coming weeks. We would welcome the opportunity to make a presentation and take questions as soon as an opening is available.

Respectfully,



Christy Pestoni
Chief Operating Officer



Bryce Howard
General Manager

cc: City Attorney Kara Ueda (via email)
City Clerk Cindy Tzaopoulos (via email)

4380 Silverado Trail, Calistoga, CA. 94515
P. O. Box 382, St Helena, CA. 94574
PH 707-963-7988

Cindy Tzaopoulos

From: Luke Myers <lukemyers@me.com>
Sent: Tuesday, August 25, 2020 3:35 PM
To: Public Comment
Cc: Geoff Ellsworth; Paul Dohring; Mary Koberstein; Anna Chouteau; David Knudsen
Subject: [External] COMMENT TO COUNCIL-- PUBLIC COMMENT

Dear Council,

I am a member of the Black Lives Matter Monday Vigil community and am writing to you about racial equality and justice in St. Helena. I recognize this is a turbulent time and our community is especially hurting at the moment, but because of the urgency of our concerns, we ask to be agendized as soon as possible.

The weekly Black Lives Matter Monday vigils began as a local expression of the national movement demanding that the impacts of systemic racism, police brutality and racial equity on Black, indigenous, and other people of color be addressed in all areas of society including: civic, private, business, education, employment, and housing.

While the emphasis of the vigil is on BLM, we recognize that, in St. Helena and surrounding communities, the individuals most impacted by these issues are the members of our Mexican and Latin American community. I do not reflect or intend to speak for this community; rather, we agree that the voices of our Latinx community need to be heard and valued so that all actions taken by the City and Council are informed and of the most benefit to this community.

We ask the City to make a commitment to becoming anti-racist and to update the "St. Helena Vision and Mission Statement" to reflect this commitment by the adoption of relevant resolutions.

We further recommend that Staff develop, and Council adopts, an action plan with defined goals, milestones, and planned or scheduled reporting on progress towards this commitment. The city of Mill Valley has a robust example that can be used as reference.

In our discussions, we've identified four key areas that the plan should address:

Representation/Inclusion

- Create pathways for civic engagement that make it clear that people of color are welcome to participate and lead in local government.
- Facilitate representation on Council & committees to reflect Mexican/Latinx population
- Establish a standard that all city government communications, websites, forms, and documents be provided in both Spanish and English
- Acknowledge the indigenous history, cultures and lands upon which St. Helena sits
- Provide community listening sessions with outside facilitator - English/Spanish - day/evening/weekend

Housing/Amenities: Recognize the housing inequities in St. Helena and the resulting segregation of communities

- Support existing organizations which are focused on addressing equitable housing issues in St. Helena
- Address availability and location of affordable family and worker housing
 - Availability and location of developed parks

Education: Ensure city government and staff members are aware of and prepared to address systemic racism

- Cultural awareness/sensitivity/communication education
- Anti-racism & implicit bias training for all City employees

- Community education through the library
- Educational sessions focusing on recognition of our diverse community & tourist population

Policing/Public Safety: Re-imagine how public safety and well-being are organized and funded

- Partner with other local municipalities to expand services, including mental health, while efficiently using financial resources
- Increase the frequency of implicit bias training from every 5 years to every 2 years and add training in cultural awareness/sensitivity/communication training on the same schedule
- Reports written in English/Spanish
- Follow Policy 392 as outlined: community relations coordinator, annual surveys, and a community advisory committee (or appropriate alternatives to each) that prioritizes *all* residents and reflects the demographics of the City.
- Rename Police Department, i.e. Public Safety/Peace Department

This is a consequential time in our country and community. We look forward to continuing this critical dialogue as an agenda item in an upcoming meeting. Time is of the essence and we hope you share the same sense of urgency as we do.

Thank you,

Luke Myers
BLM Monday vigil community



COVID-19 (SARS-CoV-2) UPDATES

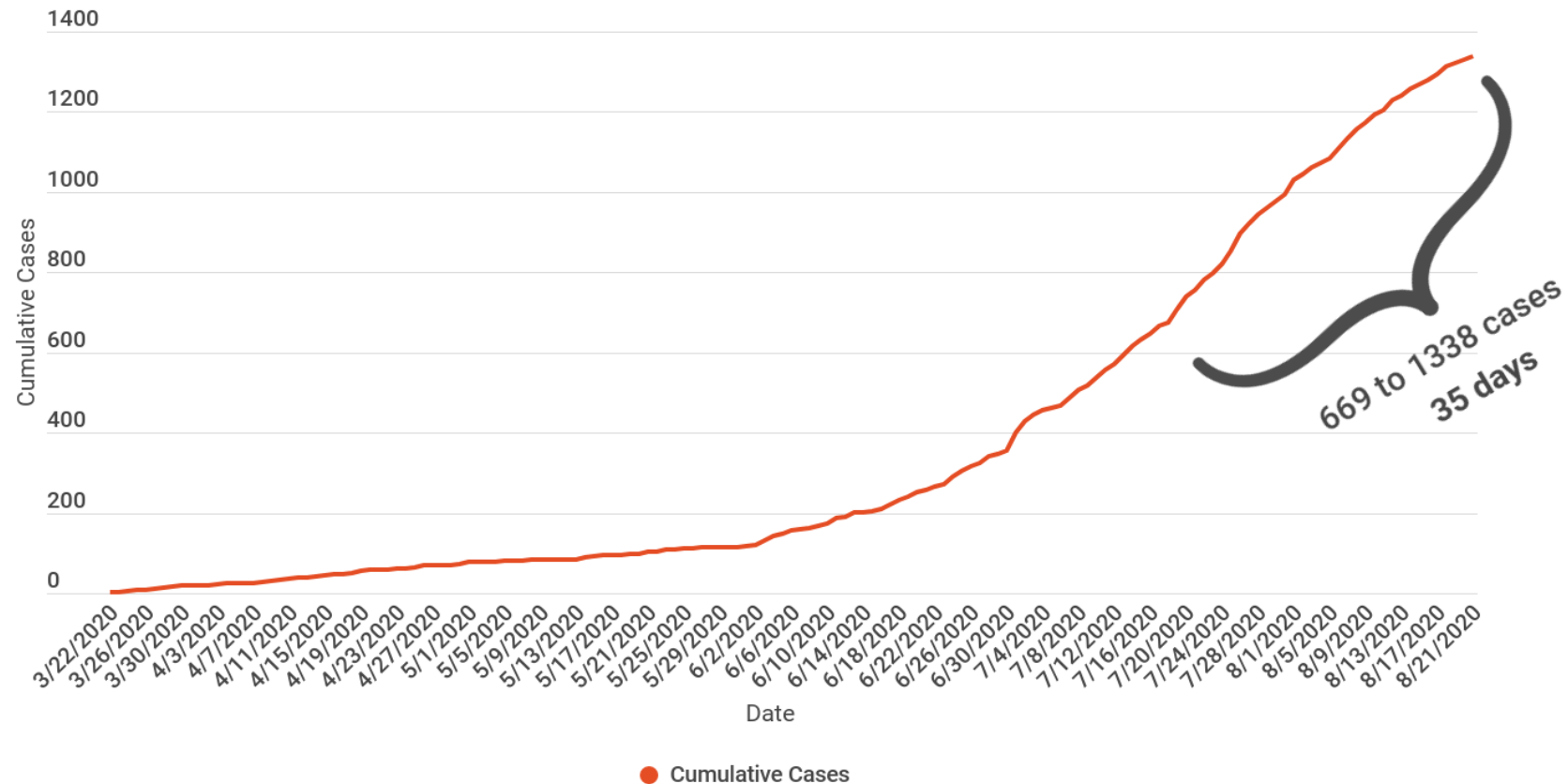
August 25, 2020

Karen Relucio, MD
Public Health Officer
Deputy Director of HHSA

DOUBLING TIME



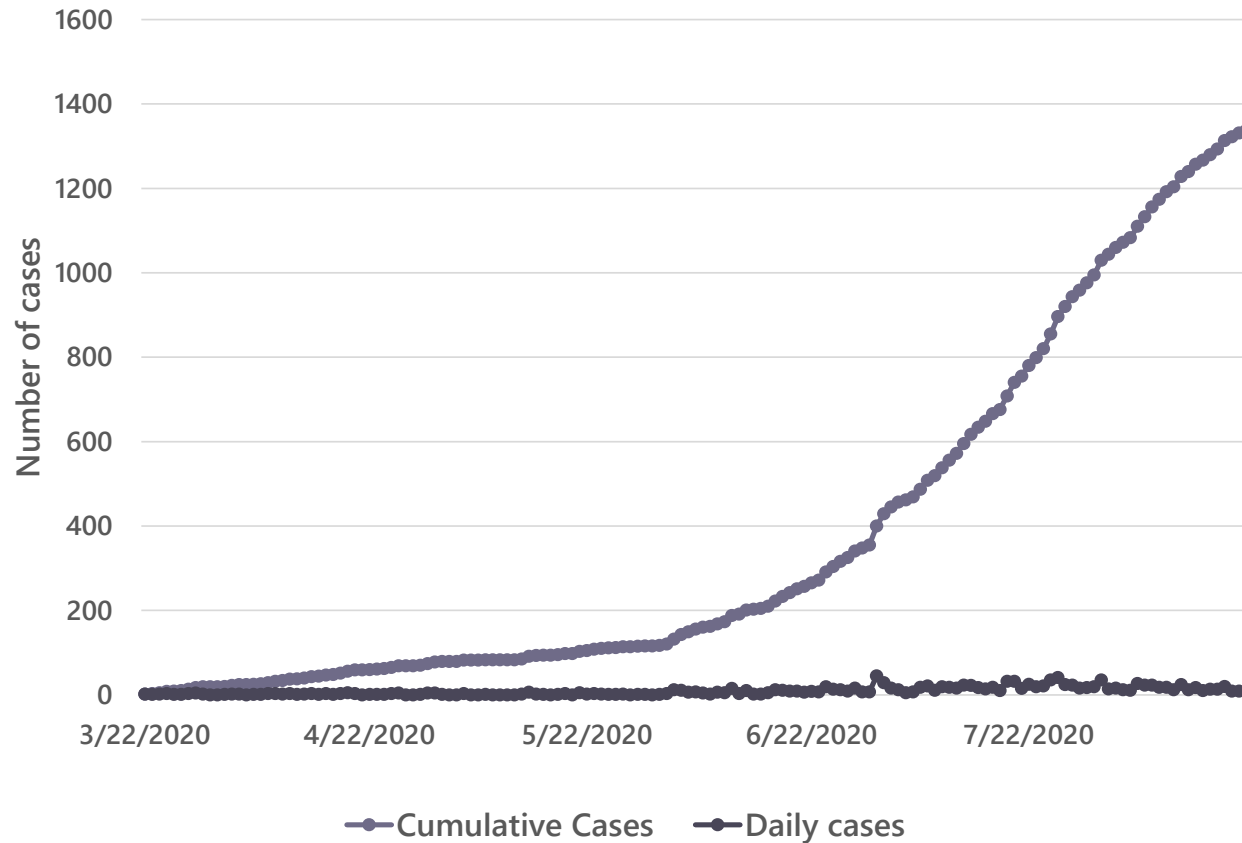
COVID-19 Cumulative Cases



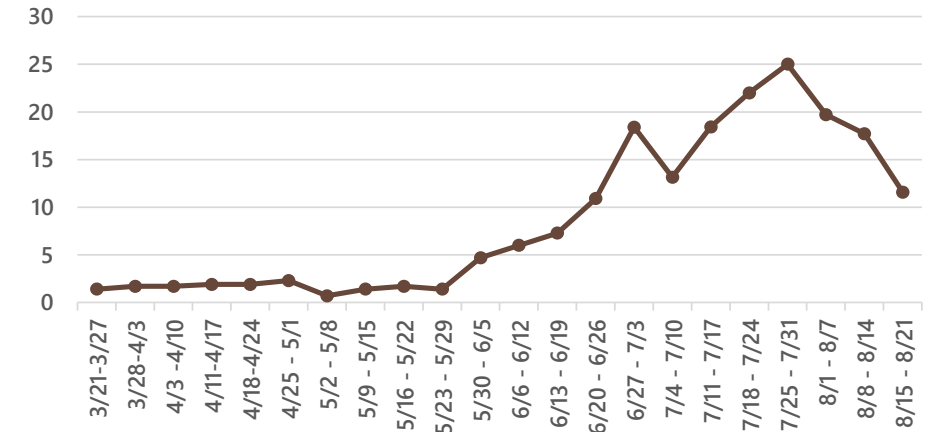
CASE COUNT CURVE



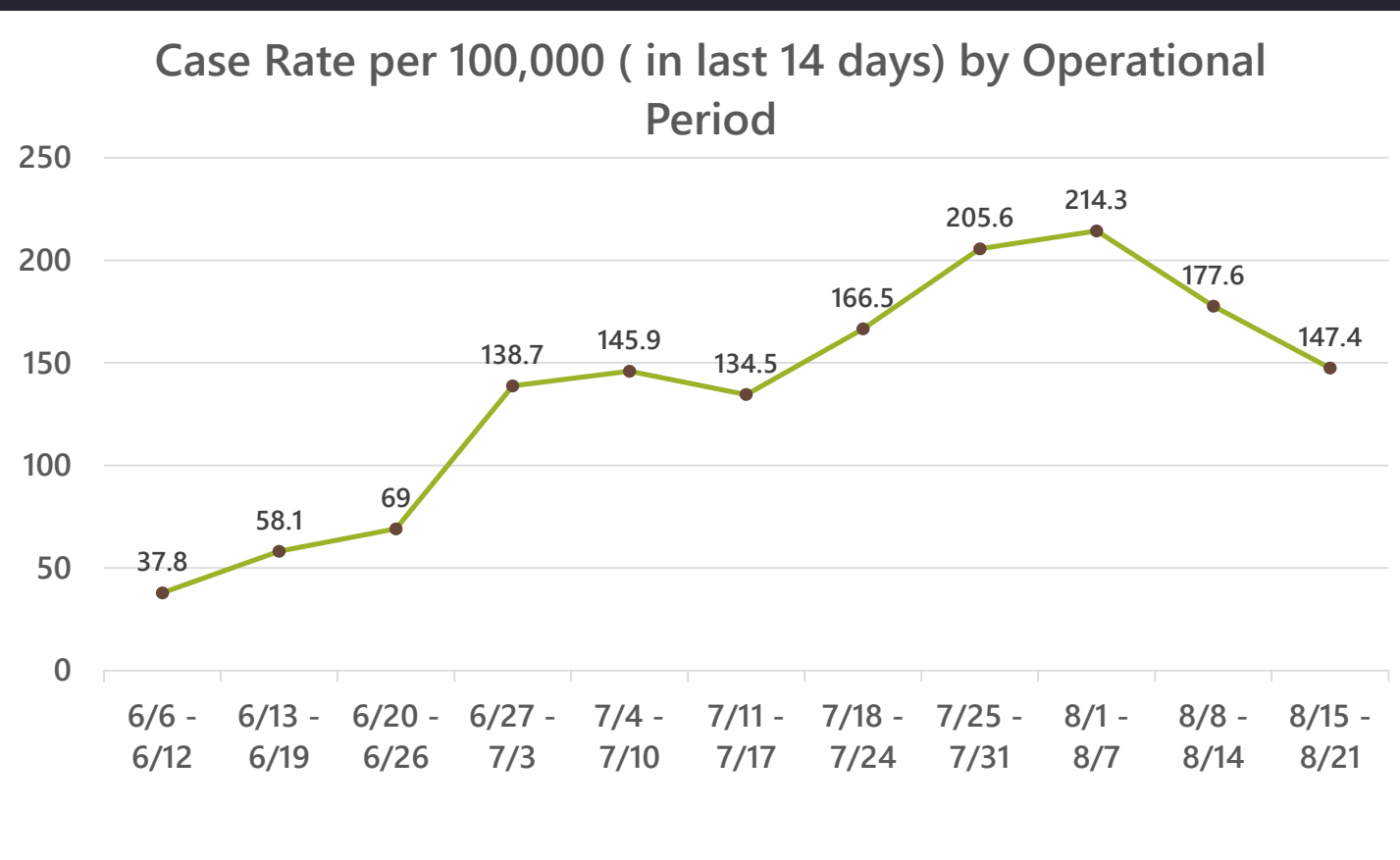
Number of COVID-19 Cases



Average Daily Cases by Operational Period



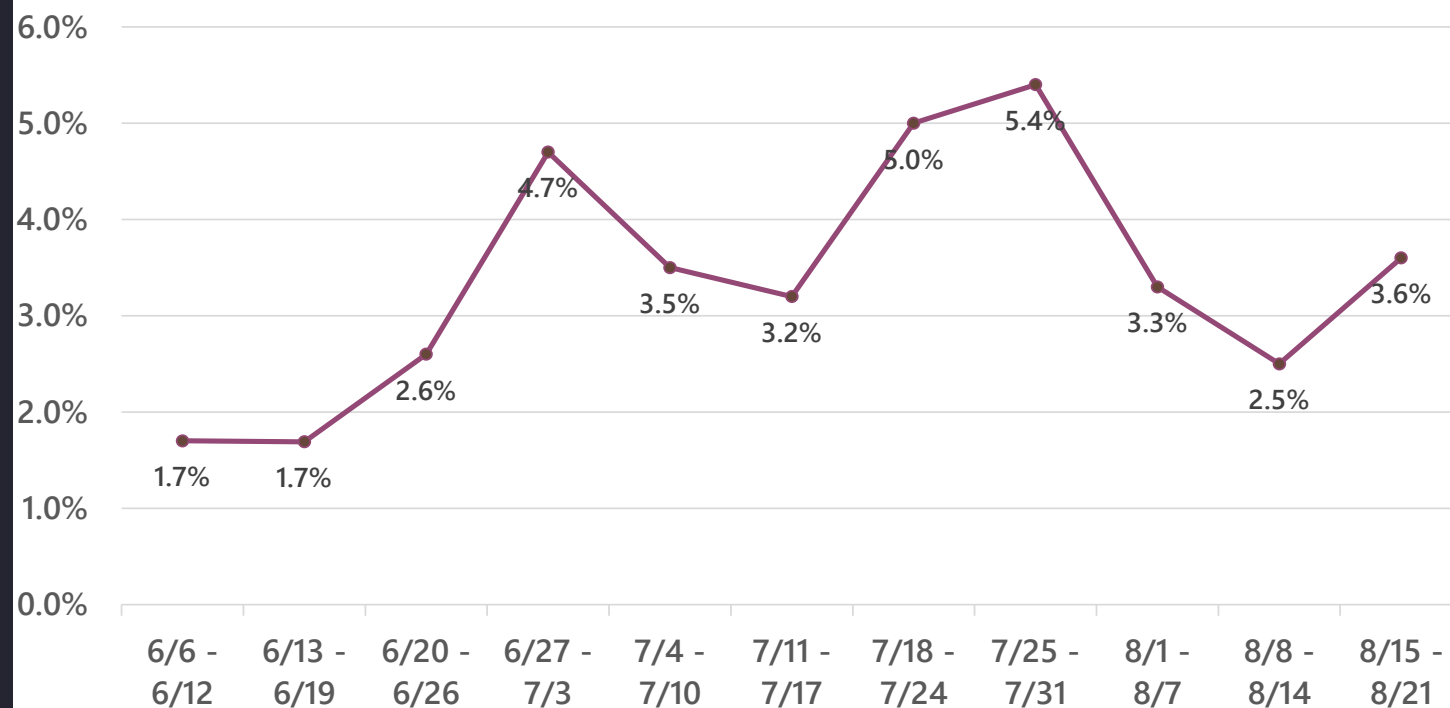
CASE RATES



TEST POSITIVITY



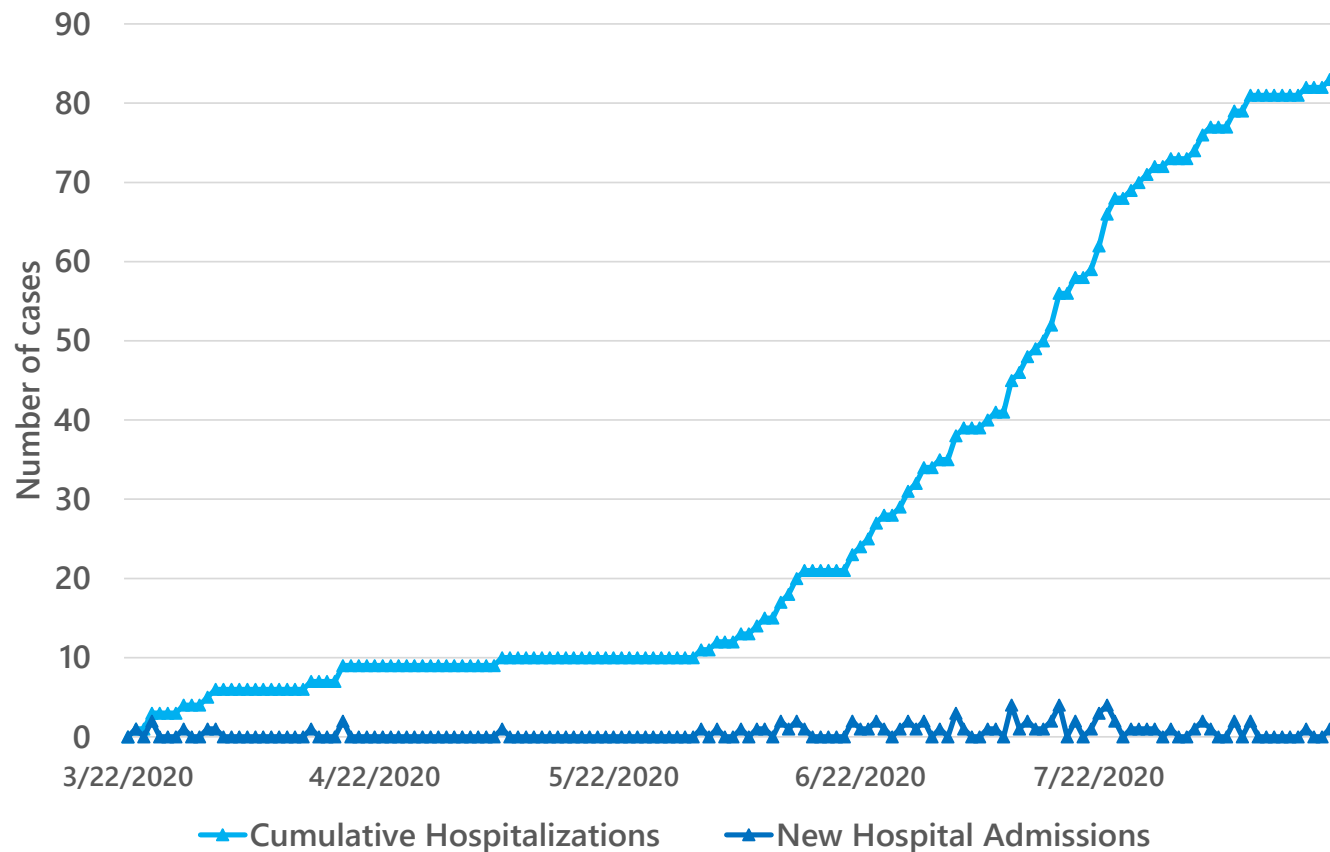
Test Positivity (7 day) by Operational Period



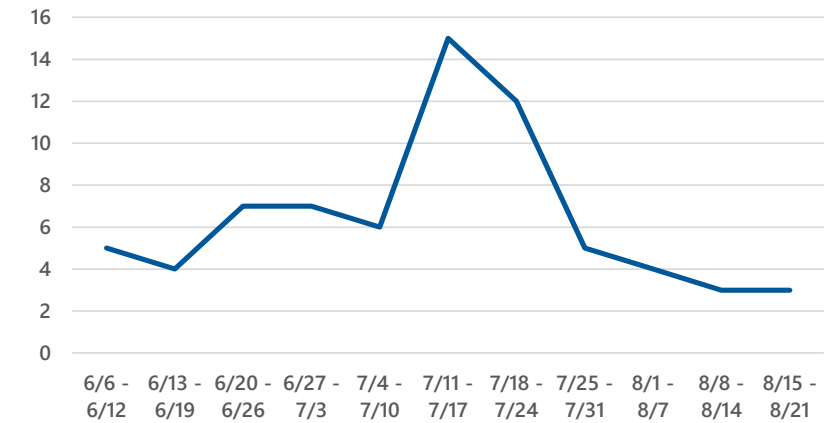
HOSPITALIZATION TRENDS



Number Hospitalized for COVID-19



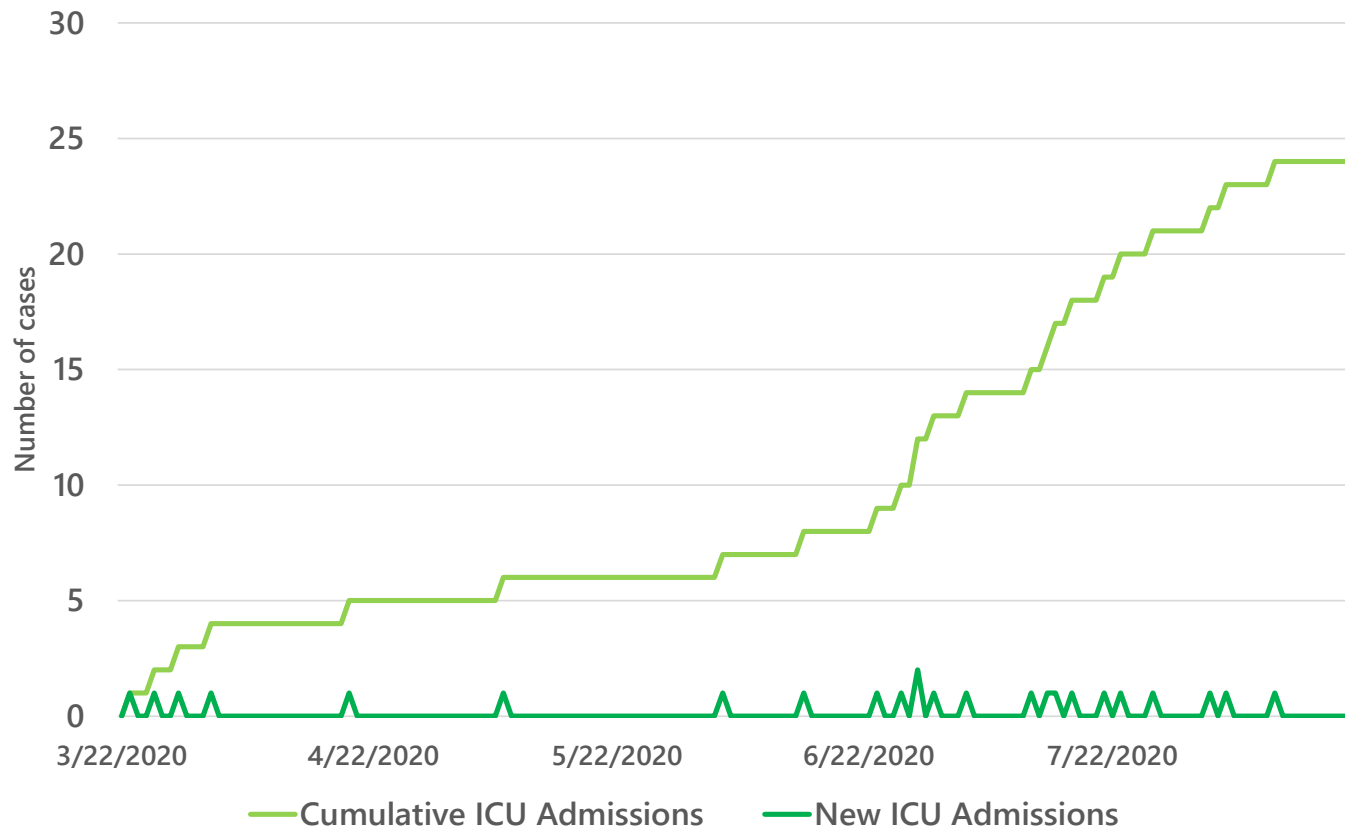
New Hospitalizations by Operational Period



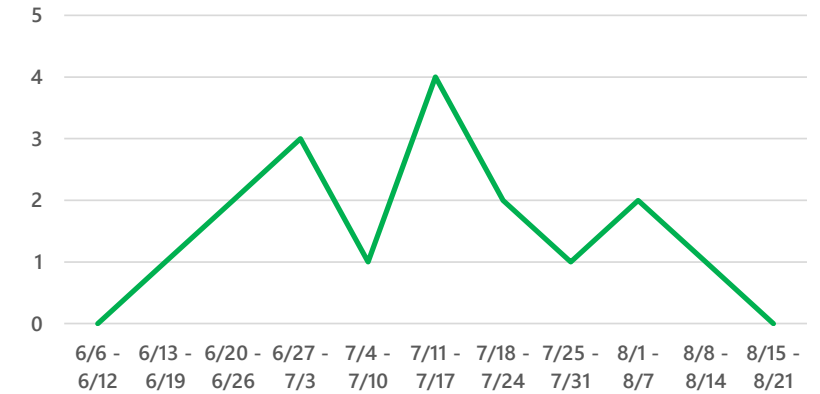
ICU ADMISSION TRENDS



Number of ICU Admissions for COVID-19



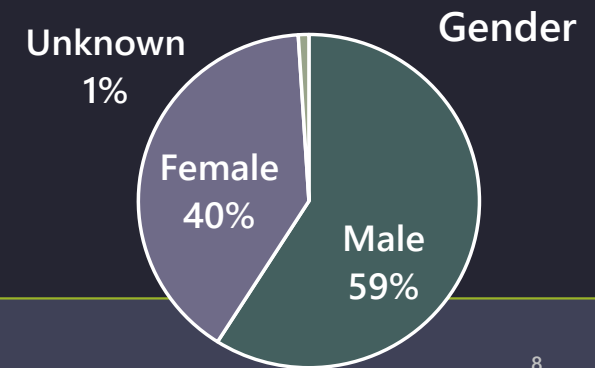
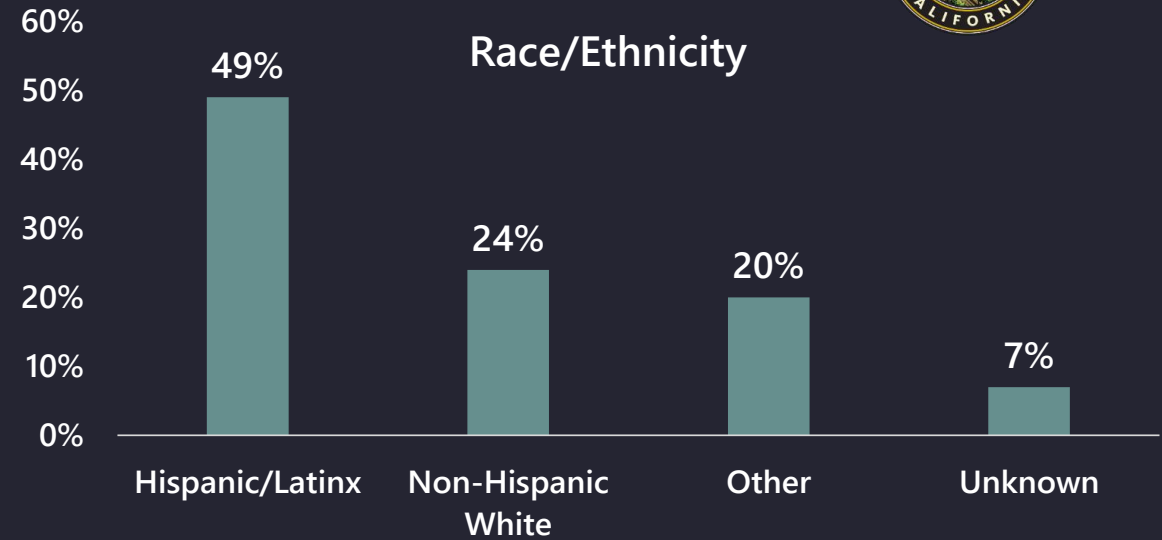
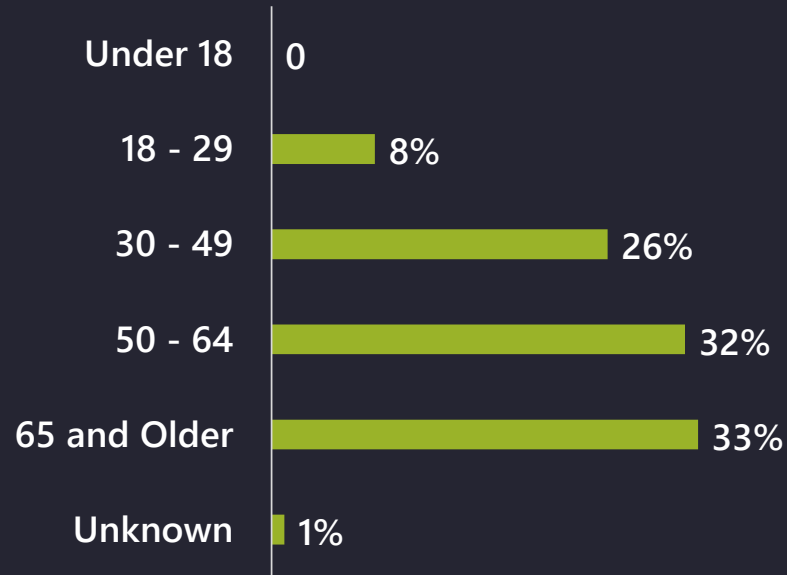
ICU Admissions by Operational Period



COVID-19 HOSPITALIZATION DEMOGRAPHICS



Age
Average=57 years



Total hospitalizations=85

Unknown includes cases still under investigation or declined to answer.

DEATHS



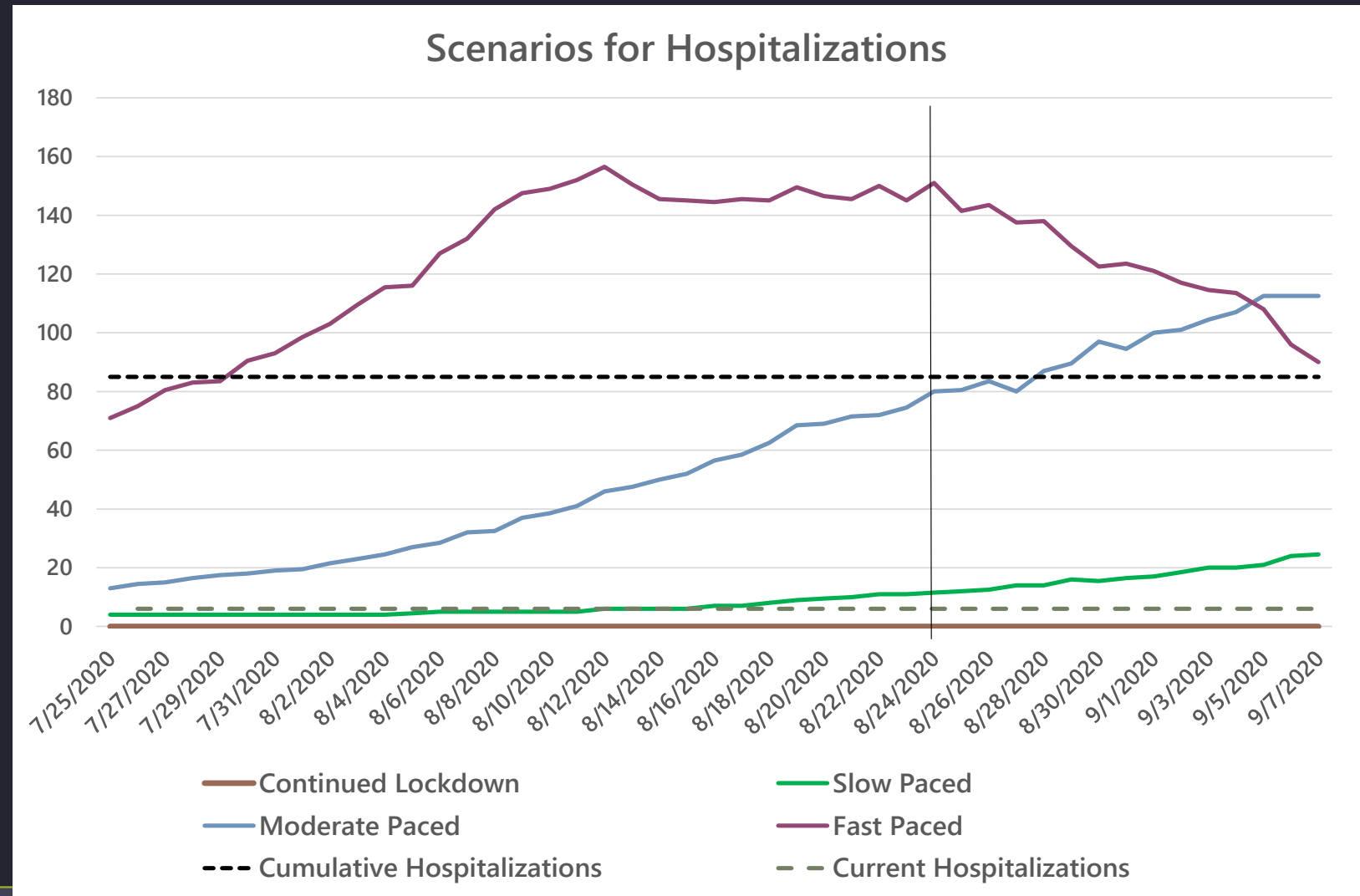
- Thirteen Napa County residents have died of COVID-19 since March.
 - March, April, May and June had 1 death each
 - July had 5 deaths
 - August had 4 deaths to-date
- Average age at death was 78 years (range 43 – 97 years)
- Race/ethnicity:
 - 38% were Hispanic/Latino
 - 38% were non-Hispanic white
 - 22% were Asian

Scenario 1: Lockdown
0 hospitalizations

Scenario 2: Slow-paced Reopening
Peak in Sept
25 hospitalizations
0 deaths

Scenario 3: Moderate-paced Reopening
Peak in Sept
113 hospitalizations
32 deaths

Scenario 4: Fast-paced Reopening
Already Peaked
157 hospitalizations
85 deaths

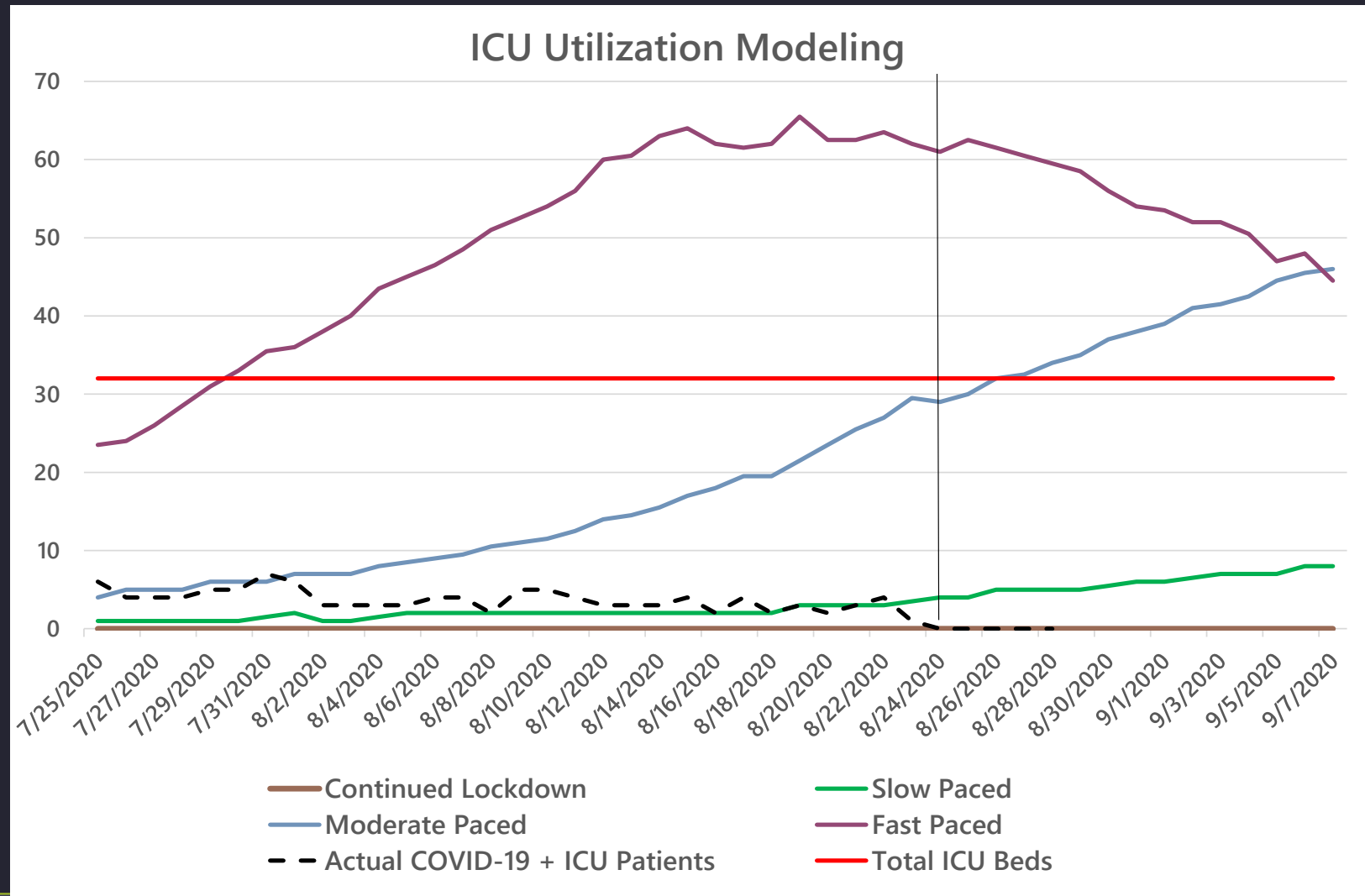


Scenario 1: Lockdown
0 in ICU

Scenario 2: Slow-paced Reopening
Peak in Sept
8 in ICU

Scenario 3: Moderate-paced Reopening
Peak in Sept
45 in ICU

Scenario 4: Fast-paced Reopening
Peak in mid-Aug
66 in ICU



CURRENT OUTBREAKS



Facility	Staff	Residents	Projected End Date
Skilled nursing facility 1	27	3	9/12
Skilled nursing facility 2	17	45 (6 [†])	9/12
Skilled nursing facility 3	12	2	9/7
Skilled nursing facility 4	3	0	8/27
Skilled nursing facility 5	1	0	9/13
Assisted living/memory care	3	0	9/8
Corrections	3	2	9/8
Shelter	0	3	9/6

† Deaths

Resilience Roadmap

Napa County COVID-19 Response

Last updated: 8/17/2020

Regional Stability

Status compared to last week	County	Case rate per 100,000 (14 days)*
↓	Lake	108.7
↓	Napa	147.4
↑	Yolo	220.9
↑	Solano	233.9
↑	Sonoma	304.4

Vulnerable Population Stability

Metric: % of SNFs with no cases in the last 14 days



Metric: % of SNFs with more than 14 days PPE



Epidemiological Stability

Metric: Overall positive test rate for past 7 days



3.6%
positive test/total tests

Metric: Case doubling time



Metric: Percent of cases aged 65 and older



65+
10.2% cases

Metric: Outbreaks



9
congregate setting

Hospital Capacity

*Due to the fire evacuation on 8/19, St Helena Hospital was excluded from the analysis.

Metric: Bed and medical device availability*

Med Surge Beds



ICU Beds



Ventilators



Metric: Greater than 14 day supply of PPE



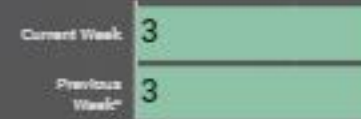
St. Helena

n/a*



Disease Severity

Metric: Hospitalizations*



6.3%
Cases were hospitalized
1.8%
Cases were in ICU

Metric: Deaths



1.0%
Cases died

*Previous week's data may change due to a lag in reporting.

*The case rate may differ from CDPH data monitoring program due to a lag in the state reporting and different methodology is for identifying cases by date.

CDPH Monitoring Program: Data Indicators

Elevated Transmission	 Case rate (per 100,000) is less than 100 OR  Case rate (per 100,000) < 25 AND testing positivity < 8% in the last 14 days	
Increasing Hospitalization	 Average number of COVID-19 patients hospitalized over the past 3 days is less than 20	
Limited Hospital Capacity	 Greater than 20% of ICU staffed beds are available OR  Greater than 25% of ventilators are available	

Napa County is off the CDPH County Monitoring List. Business sectors subject to outdoor only operations must continue outdoors only until the order is lifted by the State of California.

Please note: California Department of Public Health (CDPH) and Napa County use different methodology to calculate the indicators. Additionally there is a lag in CDPH reporting. The complete report can be found on the CDPH website:

COVID-19 County Monitoring Overview

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx>

WHAT DOES BEING OFF THE MONITORING LIST MEAN?



- Napa County must be off the list for 14 consecutive days to allow schools to reopen for in-person learning
- The following business are still restricted to outdoor only, until rescinded by state health officer:
 - Gyms and fitness centers
 - Personal care services such as nail salons, spas
 - Hair salons and barbershops
 - Malls
 - Nonessential office spaces
- Caveat: state case rate underestimates Napa County's case rate

STILL RESTRICTED BY STATE ORDER



Statewide Closures

- Closure of bars, breweries, pubs (indoor and outdoor)
- Restricts activities to outdoor only, until rescinded by state health officer:
 - Wineries and tasting rooms
 - Restaurants
 - Movies and family entertainment centers
 - Zoos and museums
 - Cardrooms

Monitored Counties

- Restricts activities to outdoor only, until rescinded by state health officer:
 - Gyms and fitness centers
 - Personal care services such as nail salons, spas
 - Hair salons and barbershops
 - Indoor malls
 - Nonessential office spaces

TESTING UPDATES



- Quest results now coming back in 3-5 days
- Napa County contracting with Fulgent Genetics, which will provide backup for public health lab testing
- PH lab testing capacity has increased to 150 specimens daily
- Hospitals using other backup labs (QVMC using Northwest Labs; St. Helena using Orig3n Labs)
- State is putting out an RFP for a mass-testing vendor for test sites across the state

COVID-19 AND WILDFIRE RESPONSE



- Wildfire smoke increases susceptibility to COVID-19 infection and vice versa
- Best protection is to stay inside
- Use a portable air cleaner in one or more rooms
- For forced air systems, use HEPA or MERV-13 or higher filter and set on "Recirculate" and "On" rather than "Auto"
- If evacuating to shelter, follow CDC recommendations to prevent COVID-19 (wash hands, wear a mask, watch your distance)
- Masks used to slow the spread of COVID-19 offer little protection against wildfire smoke. N95 might be in short supply as frontline healthcare workers use them during pandemic.

COVID-19 AND SHELTERING



- Evacuees placed in hotels instead of shelters
- Shelter adaptations:
 - Increase physical distancing
 - conducting symptom screening
 - Disinfection procedures/hand sanitizer
 - No buffet style food (individual boxed meals)
- Fire camps
 - Cohorting
 - As per shelter adaptations above

SMOKE EXPOSURE VS COVID-19



Smoke Exposure

- Dry cough
- Sore throat
- Difficulty breathing
- Stinging eyes
- Runny nose
- Irritated sinuses
- Headaches
- Fatigue
- Chest pain
- Fast heartbeat

COVID-19

- Fever or chills
- Cough
- Difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

SMOKE EXPOSURE VS COVID-19



Smoke Exposure

- Dry cough
- Sore throat
- Difficulty breathing
- Stinging eyes
- Runny nose
- Irritated sinuses
- Headaches
- Fatigue
- Chest pain
- Fast heartbeat

COVID-19

- **Fever or chills**
- Cough
- Difficulty breathing
- Fatigue
- **Muscle or body aches**
- Headache
- **New loss of taste or smell**
- Sore throat
- Congestion or runny nose
- **Nausea or vomiting**
- **Diarrhea**

City of St. Helena

PROCLAMATION

PROCLAMATION IN RECOGNITION OF THE ST HELENA POSTAL SERVICE'S IMPORTANT CONTRIBUTIONS TO OUR COMMUNITY AND DESIGNATING THIS LABOR DAY SEPTEMBER 7, 2020 AS ST. HELENA POSTAL SERVICE DAY IN ST. HELENA

WHEREAS, Article I, Section 8, Clause 7 of the United States Constitution, known as the Postal Clause or the Postal Power, gave Congress the power "to establish post offices and post roads," and the Postal Service has been an essential piece of America's history even before it was America; and

WHEREAS, since its founding in 1775, the Postal Service has successfully and consistently bound the country together providing the same service at the same rates to communities across the country. Founding father Benjamin Franklin was the first postmaster general under the Continental Congress, and a young Abraham Lincoln was appointed postmaster of New Salem, Illinois, in 1833; and

WHEREAS, Alexis de Toqueville, the French writer, thinker and traveler who famously came to America in 1831 and chronicled what at the time truly was an exceptional nation, understood the vital nature of the U.S. Post Office, calling it "a great link between minds" in a spread-out, frontier nation; and

WHEREAS, today the Postal Service is one of the country's largest employers of veterans, with 97,000 on the payroll. Postal Service jobs helped elevate tens of thousands of African American families into the middle class during the civil rights era. The Postal Service workforce remains one of the most diverse in America; and

WHEREAS, St. Helena's first post office was established on December 15, 1856 and received mail once a week. Originally housed in the Star Building, it later moved into the Bruck Building. Rural delivery service began in January 1905 and village delivery service started in July 1927; and

WHEREAS, in 1940, a new and our current St. Helena post office building was commissioned as part of a Works Project Administration (WPA) project. Built on the site of the former Carver Mansion, it was formally dedicated on March 2, 1941 as Native Sons grand officers sealed the plaque to the front of the building at a ceremony attended by hundreds, including postmasters from all over Northern California; and

WHEREAS, the following statement from Congressman Buck was read at the 1941 dedication: "The Post Office Department is the greatest public institution of the United States Government. Its publicly owned buildings speak to all who enter them as temples of democracy. They are not placed haphazardly, but where conditions justify their erection. Those who enter there solely for business purposes might well pause as they do when they enter a place of worship, and realize that these buildings are the actual symbols of our National Republic's life"; and

WHEREAS, we are all familiar with that informal Postal Service motto long associated with the American postal worker: "Neither snow nor rain nor heat nor gloom

of night stays these couriers from the swift completion of their appointed rounds." In this year of 2020 in the midst of the Covid-19 pandemic, to snow, rain, heat and gloom of night, we now add the words "nor pandemic;" and

WHEREAS, during this Covid-19 pandemic, we choose to honor all of our St. Helena Postal Service employees for their tireless performance of the demands of their jobs, made ever more difficult and urgent during the pandemic; and

WHEREAS, on any given day, Lisa Hicks, St. Helena Postmaster, and Kevin Gambill, Supervisor of Customer Service arrive at work at 4:00 a.m. They spend their days tracking down undelivered packages or mail sent to the wrong address, handling customer inquiries, helping at the window to serve customers in the lobby, preparing reports and certifications, sometimes covering carrier routes and making sure that at the end of each day, all the carriers have completed their assignments and everything is locked and secure; and

WHEREAS, at 4:00 a.m., six days a week, 800 to 1100 parcels arrive by truck at the St. Helena Post Office and are processed for delivery. During the Covid-19 pandemic, the St. Helena Post Office is processing and delivering 9,000 to 11,000 parcels per week, far more than the 6,600 to 8,000 parcels delivered during the height of the typical holiday season. Another truck rolls in from Oakland at 5:00 a.m. with the majority of mail to be delivered that day, and another truck two hours later. Our St. Helena Postal Service also receives, stages and transports mail to the Angwin and Pope Valley post offices; and

WHEREAS, the long time carriers and clerks at the St. Helena Post office have worked an average of twenty-two years in the Postal Service. The carriers begin to arrive for work at 6:30 to 7:30 a.m. to prepare mail and packages for delivery; on occasion they are out as late as 7:30 p.m. We choose to honor all our carriers who are moving faster than ever, including City Carriers Daryl Jeffcoat, Chris Haberman, Dillion Brever, Liz Dostal, Gordon Adams, and Shannon Hlavka; Rural Carriers: Miguel Macias, Kirsten Magario, Kathy Hippauf, John Bernert, Ashley Boydston, Jenny McDonald, and our Highway Carrier Jason Rafael; and

WHEREAS, the clerks are responsible for sorting the incoming mail, and the collected and out-going mail in order to load it on the final truck that leaves the Post Office around 6:00 p.m. six days a week. We choose to honor our clerks who are busily preparing return parcels and mail, and cheerfully helping customers at the service window, including Clerks John Gerhardt, Rene Endaya, Ed De Leon, and Ken Logan; Doug Jaeger in Pope Valley and Carla Salii-Morris in Angwin; and

WHEREAS, we honor St. Helena Postal Service Clerk Francisco Ortiz, who recently retired from the St. Helena Postal Service after nearly two decades of service. Named "Employee of the Year" in 2016 by the St. Helena Chamber of Commerce, "Cisco" virtually "made your day" when you went to the St. Helena Post Office. He is beloved by the community for his kindness, warm smile and the twinkle in his eye, not to mention his daily walks around town, and is dearly missed; and

WHEREAS, the employees of the St. Helena Postal Service work together as a family, cross-trained to help each other in order to get the job done every day. They all work very hard, every day. They love and appreciate when customers provide treats or goodies, like cold water on a hot day, cakes or breads, or even a kind word that can make their day; and

WHEREAS, 91% of Americans of all political persuasions view the U.S. Postal Service favorably, the highest ratings of any federal agency, according to a recent nonpartisan survey, and we in St. Helena love our Postal Service and all its employees too. The crew at St. Helena just make it look easy because of their years of experience; and

WHEREAS, Postmaster Lisa Hicks says "Thank you to the residents and businesses of St. Helena for all that you do for us! We have a very busy little office;" and we say, "Thank you too."

NOW, THEREFORE, BE IT RESOLVED, that the St. Helena City Council recognizes and honors the St. Helena Postal Service, our Postmaster Lisa Hicks, Customer Service Supervisor Kevin Gambill, all the Clerks and Carriers, and recently-retired Clerk Francisco Ortiz for their many contributions to our community.

BE IT FURTHER RESOLVED, that Geoff Ellsworth, Mayor of the City of St. Helena, and the entire City Council hereby issue this Proclamation on behalf of the City, proclaiming Labor Day, September 7, 2020 as St. Helena Postal Service Day in St. Helena, and ask all who live and work in our community to join us in expressing our deep gratitude to Francisco Ortiz on the occasion of his retirement, to our Postmaster Lisa Hicks, Customer Service Supervisor Kevin Gambill and to all the Carriers and Clerks of the St. Helena Postal Service for all that they do to strengthen our community through their service to all of our residents and businesses.

Date: August 25,2020

Geoff Ellsworth, Mayor

David Knudsen, Council Member

Paul Dohring, Vice Mayor

Mary Koberstein, Council Member

Anna Chouteau, Council Member

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, July 30, 2020 @ 4:00 PM
465 Main Street, St. Helena

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

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

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item.

4. NEW BUSINESS

- 4.1 Presentation and Discussion of the Draft Integrated Utility Master Plan Capital Improvement Project (CIP) Findings from Carollo Engineers, Inc. for the Water, Wastewater, and Storm Drain Systems

CEQA Determination: Not a CEQA project

Prepared By: Clayton Church, Public Works Operations Manager, Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Discuss and receive and file report.

City Manager Mark Prestwich and Public Works Operations Manager Clayton Church reported on this item.

Tim Loper and Ryan Orgill, Carollo Engineers provided a presentation.

No public comment was received.

5. ADJOURNMENT

Special City Council
July 30, 2020

Mayor Ellsworth adjourned the meeting at 5:30 p.m.

The special meeting minutes of July 30, 2020 was adopted at the August 25, 2020 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, August 11, 2020 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

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

Absent: None

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC FORUM:**

Chris Benz, Bobbi Monnette, Maddie Chandler, Milagros Zavaleta and Lester Hardy addressed the City Council.

Mayor Ellsworth requested Napa Climate Action Now be agendized at a later date for a budget conscience affordable climate action recommendation presentation, Council Member Chouteau agreed.

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

City Attorney Kara Ueda noted that there was no reportable action taken in closed session.

Reports by Staff and City Council Members were made.

6. **PRESENTATIONS AND PUBLIC RECOGNITIONS**

- 6.1 PG&E update on electronic transmission line infrastructure and public safety power shutoff program (PSPS) by Mark Van Gorder, Sr. Government and Public Affairs, North Bay, PG&E.

Regular City Council
August 11, 2020

PG&E representatives Mark Van Gorder and Mike Wilson provided a presentation.

7. STAFF BRIEFING

7.1 Fire Preparedness Update by John Sorensen, Fire Chief

Fire Chief John Sorensen provided an update.

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

Public Works Director Erica Ahmann Smithies provided an update.

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

Public Works Director Erica Ahmann Smithies provided an update.

8. CONSENT ITEMS

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

8.1 Consideration and proposed approval of Special City Council meeting minutes of July 8, 2020 and workshop of July 8, 2020, regular meeting minutes of July 14, 2020 and special City Council minutes of July 16, 2020.

Prepared By: Cindy Tzaferopoulos, City Clerk

8.2 Consideration and approval of a Resolution 2020-82 Establishing Appropriation Limits for Fiscal Year 2020-21 and the Selection of Current Year Adjustment Factors

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2020-21.

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

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

NOES: None

ABSENT: None

Regular City Council
August 11, 2020

ABSTAIN: None
RECUSE: None

9. PUBLIC HEARINGS

- 9.1 Public Hearing for the Consideration of Potential Programs for Inclusion in the State Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CARES) Act (CDBG-CV1) Application.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Receive public input and direct staff to prepare an application for funding for one or more of the options listed in the Potential Activities Identified by staff or receive public input and direct staff to prepare an application for funding for another activity or activities.

Finance Manager Mandy Kellogg reported on this item.

Milagros Zavaleta and Jenny Ocon addressed the City Council.

It was the consensus of the City Council to apply for funding to pursue a program that supports funding for childcare.

10. OLD BUSINESS

- 10.1 City Manager Update on COVID-19 Emergency (Oral Report)

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Discussion and direction to the City Manager.

City Manager Mark Prestwich reported on this item.

No public comment was received.

- 10.2 Consideration of Ballot Argument for Advisory Measure Regarding Hotel/Motel Development on Public Land Located at the Corner of Library Lane and Adams Street

CEQA Determination: Not a CEQA project

Prepared By: Kara Ueda, City Attorney

Recommendation:

Consider the three options noted above and decide how to approach submission of the ballot argument.

Regular City Council
August 11, 2020

City Attorney Kara Ueda reported on this item.

Nancy Dervin addressed the City Council.

It was the consensus of the City Council to not write a ballot argument for or against Ballot Measure G.

10.3 Discussion and Direction Regarding Flavored Tobacco and E-Cigarette Products

CEQA Determination: Not a CEQA project

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

Recommendation:

Provide direction to staff on additional outreach and/or policy direction regarding flavored tobacco and e-cigarette products.

Asst. to the City Manager Preya Nixon reported on this item.

Bobbi Monnette, Jaime Rojas Jr. and Nancy Dervin addressed the City Council.

It was the consensus of the City Council to:

- Bring forward an ordinance that prohibits the sale of flavored tobacco products, including a significant lead time for businesses to plan for inventory changes, and to develop a tobacco retailer licensing program (TRL).
- Shift the focus to an education focus about the dangers of flavored tobacco products and educating businesses selling flavored tobacco products that it is illegal to sell those products to those under 21 years of age.

10.4 **STAFF REPORT PROVIDED 8-7-2020

Review and Adoption of City Council Three-Year Goals and 2020 Workplan
(Staff report forthcoming)

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Adopt citywide three-year goals and 2020 workplan.

City Manager Mark Prestwich reported on this item.

No public comment was received.

Regular City Council
August 11, 2020

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

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Vice Mayor Paul Dohring moved to include Patrick Band's, Executive Director, Napa County Bicycle Coalition recommendation of adding the following to the City Council goals: "Implement projects in adopted Bicycle & Pedestrian Plans to improve safety and increase active transportation, and in alignment with citywide repaving projects." The motion was seconded by Mayor Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11. NEW BUSINESS

11.1 **STAFF REPORT PROVIDED 8-7-2020

Discussion and Direction for the Agreement for Payment of Installments to Finance Private Sewer Laterals and Consideration and Approval of a Resolution 2020-83 Approving the Agreement for Payment of Installments to Finance Private Sewer Laterals for the Downtown Sidewalk Improvements Project No. R18-81 (~~Staff report forthcoming~~)

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:

Discussion and Direction for the Agreement for Payment of Installments to Finance Private Sewer Laterals and Consideration and Approval of a Resolution Approving the Agreement for Payment of Installments to Finance Private Sewer Laterals for the Downtown Sidewalk Improvements Project No.

Regular City Council
August 11, 2020

R18-81

Public Works Director Erica Ahmann Smithies reported on this item.

No public comment was received.

Council Member Mary Koberstein moved to adopt a resolution approving the agreement for payment of installments to finance private sewer laterals for the Downtown Sidewalk Improvements Project No. R18-81. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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

12.1	<u>August City Council Meetings:</u> 8/25 (staff reports due 8/7)
	<i>STAFF BRIEFING:</i>
	Fire Preparedness Update by John Sorensen, Fire Chief
	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
	8/25 Monthly Water Update
	<i>CONSENT:</i>
	8/25 City conflict of Interest Code Update
	8/25 COVID-19 related CDBG noncompetitive Grant adoption
	8/25 Qtrly Grant report
	8/25 Mills Lane storm drain design award
	8/25 NOC tennis courts rehab
	<i>OLD BUSINESS:</i>
	8/25 Will Serve Policy Discussion
	8/25 Scout Hall Discussion
	<i>PH or NEW BUSINESS:</i>
	8/25 Finance Qtrly Report
	8/25 1484 & 1486 Sulphur Springs Measure E discussion
	8/25 Designating LOCC virtual voting delegate

Regular City Council
August 11, 2020

8/25 Social justice discussion
8/25 Generator discussion
<u>September City Council Meetings:</u>
9/8 (staff reports due 8/21)
9/22 (staff reports due 9/4)
<i>STAFF BRIEFING:</i>
Fire Preparedness Update by John Sorensen, Fire Chief
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
Monthly Water Update
<i>CONSENT:</i>
9/8 Cell Tower Lease Renewal
<i>OLD BUSINESS:</i>
September - Second reading for Vaping Ordinance
<i>PH or NEW BUSINESS:</i>
9/8 User fee and impact fee study discussion/Discussion of Council cost recovery policy

13. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:16 p.m.

The regular meeting minutes of August 11, 2020 was adopted at the August 25, 2020 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



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

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution approving the the Italian flag to be flown on the City's ceremonial flag pole during the month of October for Italian Heritage Month

CEQA Not a CEQA project
Determination:

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property

Per City Council adopted policy Council Member Knudsen formally requested in writing to the City Manager for this matter to be considered at a regular City Council meeting.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDED ACTION

Approve Resolution authorizing the Italian flag to be flown on the City's ceremonial flag pole during the month of October for Italian Heritage Month.

ATTACHMENTS

[Request from Council Member Knudsen](#)

[Resolution Italian Flag](#)

[2019-66 Rescinding Resolution 2017-75 and Amending the Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and Authorizing a Ceremonial Flag](#)



2.25.20

Mr. Mark Ostwick:

As per our display of non-governmental
 flags policy - I'd like to request
 the Italian national flag to fly
 on the ceremonial flagpole during
 the entire month of October 2020
 for Italian Heritage Month.

Thank you -

David Knudsen,

CITY OF ST. HELENA

RESOLUTION No. 2020-

**Authorizing a Ceremonial Flag Recognizing Italian
Heritage Month during the Month of October**

RECITALS

- A. On May 28, 2019, the St. Helena City Council adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property.
- B. A request has been made by Anthony Micheli for the Italian flag to be flown during the month of October in honor of Italian Heritage Month.
- C. Council Member Knudsen formally requested in writing to the City Manager for the request to fly the Italian flag be considered by the City Council.

RESOLUTION

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

- 1. Authorizes a ceremonial flag recognizing Italian Heritage Month during the month of October.

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

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2019-66

**Rescinding Resolution 2017-75 and Amending the Policy
P-CC-0001 Outdoor Display of Governmental and Non-
Governmental Flags on City Property and Authorizing a
Ceremonial Flag Recognizing LGBTQ Pride Month during
the Month of June**

RECITALS

- A. On June 13, 2017, the St. Helena City Council established a uniform policy to govern the flying of the National, State, and City flags on City-owned properties at half-staff to pay homage to the deceased and to govern the display of non-governmental flags on specified City-owned flagpoles; and
- B. The City Council desires to amend the current policy establishing a more prominent place to display non-governmental flags; and
- C. The more prominent location will be a flag pole installed beside the existing governmental designated flag pole outside of St. Helena City Hall; and
- D. A request has been made for the LGBTQ Pride Month flag to be flown the first half of the month of June and the Transgender flag will be flown the second half of June in recognition of LGBTQ Pride Month.

RESOLUTION

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

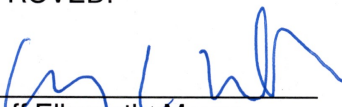
- 1. Approves City Council Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property as outlined in the attached Exhibit A; and
- 2. Rescinds Resolution 2017-75; and
- 3. Authorizes a ceremonial flag recognizing LGBTQ Pride Month during the month of June; and
- 4. If any action, subsection, clause or phrase of this Resolution or the policies in Exhibit A shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or of the policy adopted by this Resolution that can be given effect without the invalid provisions; and

5. The City Council finds that the project is exempt from the requirements of CEQA pursuant to section 15303 in that it qualifies for a Class 3 Categorical Exemption.

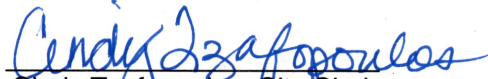
Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

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

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzaferopoulos, City Clerk





City of St. Helena
Council Policy
 Administration

Policy
**Outdoor Display of Governmental and
 Non-Governmental Flags on City Property**

Page 1 of 2

Title: Outdoor Display of Governmental and Non-Governmental Flags on City Property	Policy #	P-CC-0001
	Revision #	1
	Implementation Date	2017-06-13
	Last Update Date	2019-05-28
Approval by City Council Resolution No. 2019-66	Date Approved	2019-05-28

I. Purpose, Overview and Scope of this Policy

The purpose of this administrative policy is to establish a uniform policy to govern Outdoor Display of Governmental and Non-Governmental Flags on City Property.

Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under his or her control or to wear or carry a flag.

This policy rescinds the previous Outdoor Display of Governmental and Non-Governmental Flags on City Property policies and remains in effect until rescinded by City Council.

II. Authority

The City Council has authority to update this policy.

III. Policy - Flying Flags on City Property at Half-Staff

1. National flags and/or California flags on City-owned property shall be flown at half-staff upon order of the President of the United States or authorization by the Governor of California.
2. National, California, and/or City flags on City-owned property may also be flown at half-staff at the direction of the Mayor upon the death of:
 - a. A City Councilmember, past or present;
 - b. A City employee whose death occurred during the discharge of duty;
 - c. A City employee or retiree having served the City for 25 or more years; and/or
 - d. A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a commitment over and beyond that which would be normally associated with the performance of work.
3. For the above circumstances, flags will be flown at half-staff as soon as practicable following the notification of a death, and will ordinarily be continued for 48 hours.



City of St. Helena
Council Policy
 Administration

Policy
**Outdoor Display of Governmental and
 Non-Governmental Flags on City Property**

Page 2 of 2

IV. Policy – Display of Non-Governmental Flags on City Property

1. The Mayor and/or a member of the City Council may submit a request to the City Manager in writing to display a Non-Governmental Flag on a Ceremonial Flagpole in conjunction with official actions, ceremonial items, or proclamations of the City Council. The request shall specify:
 - a. the type of flag to be displayed
 - b. how display of the flag would relate to a prior or proposed official action, ceremonial item, or proclamation of the City Council, and
 - c. the proposed time and manner of display.
2. Following consideration of a request, if the Council approves the request, either by minute order or in conjunction with adoption of some other official action, ceremonial item, or proclamation, the City shall display the requested Non-Governmental Flag on a Ceremonial Flagpole at the time, place, and manner so directed by the Council. If the Council does not approve a request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.
3. When a Ceremonial Flagpole is not displaying a Non-Governmental Flag, the City Flag may be flown upon the order of the City Manager, in his or her discretion.
4. The Ceremonial Flag Pole will be located beside the existing governmental designated flag pole outside of City Hall.



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

Agenda Section: CONSENT ITEMS

Subject: Quarterly Grant Report for FY 2020 Q4, for the period ending June 30, 2020

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2020.

DISCUSSION

New Awarded Grant Applications in FY 2020 4th Quarter

The City of St Helena did not receive any new grant awards during 4th Quarter of Fiscal Year 2020.

Applications Pending

The City has four grant applications pending.

Agency	Project	Amount
Bulletproof Vest Partnership	Purchase 4 new bulletproof vests.	\$ 1,600
HCD - HOME Investment Partnership Program: Project	Funding to aid in the construction of new rental housing at 963 Pope Street.	\$ 1,050,000
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$ 500,000
Upper Valley Waste Management Agency	Money Way Waste/Recycling Concolidation Project	\$120,000

Bulletproof Vest Partnership - The City submitted an application on June 16, 2020. If the application is approved the City will receive funding for 50% of the cost (up to a maximum cost of \$800 per vest) to purchase four new bulletproof vests. The total amount of funding requested is \$1,600.

HCD - HOME Investment Partnership Program: Project - In conjunction with Our Town St. Helena funding will be used to aid in the construction of new rental housing at 963 Pope Street. The property was recently acquired by Our Town St. Helena with a \$450,000 acquisition loan from the City and a short-term predevelopment loan of \$543,889 from Rural Community Assistance Corporation. HOME funding would allow for at least one low income unit to be subsidized with a HOME loan. If approved the City will receive up to \$1,050,000 to support development of new construction rental housing and grant administration costs.

HCD - HOME Investment Partnership Program: Program - Funds will be used to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local buildings codes and for correction of all health and safety deficiencies. If approved the City will receive up to \$500,000 to continue the City's housing rehabilitation program.

Upper Valley Waste Management Agency - The Money Way Waste/Recycling Consolidation Project proposes replacing a portion of the more than 100 existing waste and recycling carts on Money Way with up to three consolidated enclosures accommodating three larger rolling bins per enclosure for food, recycling, and waste. The total amount of requested funding is \$120,000.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$7.4 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califa	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	\$ -	0.0%	The CENIC connection was completed in March 2019.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
Environmental Protection	Upper York Creek Ecosystem	\$987,876	\$987,876	5.1%	Project is under construction as

Agency (EPA)	Restoration				of 06/25/2020.
CalTrans/Federal - OBAG2	Main Street Pedestrian Improvements	\$1,206,000	\$351,000	0.0%	Planning and design continues on this project on schedule.
SF Bay Area Integrated Regional Water Management (IRWM)	Upper York Creek Ecosystem Restoration	\$800,000	\$1,174,119	0.0%	Not eligible for reimbursement Grant share costs until required funding match is met.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$134,150	\$ -	96.8%	The fourth grant disbursement of \$33,563 was received April 2020.
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$1,356	\$1,356	0.0%	
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	0.0%	Design began in summer 2020 and construction is anticipated to begin 2021.
Department of Justice	Prop 56 - Hire law enforcement officer to manage programs educating and enforcing issues of underage tobacco use.	\$393,514	\$ -	20.7%	\$57,145 in reimbursements were received by June 30, 2020.
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,990	41.0%	Awarded a PSA on 11/12/2019 with Lisa Wise Consulting for the Zoning Code Update.
CalOES - HMPG	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities.	\$485,392	\$161,797	0.0%	Project design is in progress with design completion in Fall 2020.
CalOES - PSPS Resiliency Allocation	Replace two generators at the treatment plants and purchase a roving generatot.	\$300,000	\$ -	0.0%	Requests for Proposals are out for a portable generator with

					an RFP for design on the replacement at LSWTP underway.
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Closed Out Grants

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans.	\$500,000	\$ -	89.6%	All project completion reports were received by HCD in September 2019. Annual reports will continue to be submitted per the program requirements.
Bulletproof Vest Partnership	Purchase of 1 Bulletproof Vest.	\$327	\$327	100.0%	Reimbursement recorded on 10/11/2019.
CalOES	FEMA & CDAA Public Assistance - Reimbursement of expenses for 2019 storms: Category B	\$39,785	\$-	100.0%	Reimbursement recorded on 01/2020.
CalOES	Federal Public Assistance - Reimbursement of expenses for 2019 storms: Category E.	\$13,157	\$-	100.0%	Reimbursement recorded on 04/2020.
Metropolitan Transportation Commission - TDA3	Hunt Avenue Sidewalk Gap Closure	\$75,000	\$226,773	100.0%	Reimbursement recorded on June 2020.

Flood Projects

- Measure A – On December 19, 2017, the Napa County Flood Authority approved Amendment No. 12 to the Agreement authorizing disbursement of the remaining Measure A funds through its sunset in June 2018 which was estimated to be approximately \$5.3 million. In March 2018 the City received a disbursement for \$1,053,609 and in September the City received a disbursement for \$3,970,518. In October, the City paid a total of \$5,120,250 towards the balance of the SRF Loan. In September 2019, the City received the final disbursement from the County for the remainder of Measure A funds in the amount of \$51,918.
- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive \$237,000 still held by DWR.

Non-Profit Grant Funding

For FY 2019/20 a total of 21 applications were funded. The charts below identify the grantee, project description, award amount, and percent of grant funds expended through June 30, 2020.

Community Enrichment Grants:

Grantee	Project Description	Award Amount	% of Grant Expended	Notes
Boys and Girls Club	Power Hour - Homework Assistance Program	\$5,000	100.0%	
Community Organizations Active in Disaster (COAD)	COAD Community Response Table-Top Exercise	\$2,500	0.0%	Extension Approved
Friends of the Cameo	Arts in April 2020	\$10,000	100.0%	
Kiwanis Foundation St. Helena	St. Helena Kiwanis Foundations Scholarships	\$1,500	0.0%	Extension Approved
Music in the Vineyards	2019 Music in the Vineyards Community Outreach Program	\$2,500	100.0%	
NapaShakes	NapaShakes On Screen in St. Helena	\$4,500	0.0%	Disencumbered
Nimbus Arts	Free Community Festival & Event Art Activities	\$6,000	100.0%	
Saint Helena Community Band	Saint Helena Community Band Yearly Performances	\$5,000	100.0%	
St. Helena Choral Society	3rd Annual A Capella Festival	\$3,000	100.0%	
St. Helena Historical Society	"St. Helena: History a la Carte" Project - Didactic Panels/Storyboards and Travelling Trunks Museum	\$5,000	100.0%	
Vailima Foundation	Gallery and Exhibition Improvement Project	\$5,000	0.0%	Extension Approved
	Totals	\$50,000	73.0%	

Programmatic Grants:

Grantee	Project Description	Award Amount	% of Grant Expended	Notes
Boys and Girls Club	Teen Center	\$30,000	100.0%	
California Federation of Women	Spelling Bee & Community Christmas Family Adoption Program	\$1,200	0.0%	Disencumbered
Collabria Care	UpValley Village Fee Waiver	\$6,000	56.7%	Extension

	Program			Approved
Community Organizations Active in Disaster (COAD)	COAD Community Preparedness Events	\$5,300	0.0%	Disencumbered
Mentis	Mentis Teens Connect Teen Mental Health Program	\$29,400	12.3%	Extension Approved
Our Town St. Helena	Organizational Development & Assistance to Marietta HOA	\$25,000	100.0%	
Rianda House	Senior Center Wellness and Enrichment Programs	\$30,000	100.0%	
St. Helena Farmers' Market	Market Match Program	\$2,500	100.0%	
St. Helena Little League	St. Helena Little League Uniforms & Equipment	\$10,000	100.0%	
Up Valley Family Centers	Community Connections and Immigration Assistance	\$30,000	100.0%	
	Totals	\$169,400	79.4%	

Due to the COVID-19 Pandemic several non-profit grantees have contacted the City requesting a one-time six-month extension as a result of orders that the governor imposed that prohibited the completion of their projects within the original timeline. Under the current non-profit grant policy the City Manager has the authority to grant a one-time six-month extension. Due to the extenuating circumstances the City Manager has granted one-time extensions to five grantees that have been impacted by the pandemic. Three grantees have disencumbered their awards.

The 2020/21 grant application period was opened at the beginning of December 2019 and closed on February 14, 2020. The City received a total of 27 applications and a total of 11 applications were funded. The charts below identify the grant type, grantee, project description, and award amount.

Grant Type	Grantee	Project Description	Award Amount
Community Enrichment	Friends of the Cameo	Drive-In Cinema	\$10,000
Programmatic	Boys & Girls Club	Teen Center	\$30,000
Programmatic	Collabria Care	UpValley Village Fee Waiver Program	\$6,000
Programmatic	Mentis	Mentis Teens Connect Teen Mental Health	\$20,000
Programmatic	Napa County Bicycle Coalition	Saint Helena Safe Streets	\$14,000
Programmatic	Napa Valley Community Organizations	Back to School Community Preparedness Event	\$4,900
Programmatic	Ole Health	OLE Health St. Helena Health Center	\$1,988
Programmatic	Our Town St. Helena	Preserve and Build Program	\$20,000
Programmatic	Rianda House Senior	Senior Activity Center	\$30,000

	Activity Center		
Programmatic	St. Helena Farmers Market	Market Match Program	\$5,100
Programmatic	UpValley Family Center	Community Connections and Immigration Assistance	\$30,000
		Totals	\$171,988

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.



FY 2019-20 Q4 Budget Review Unaudited

By: April Mitts, Finance Director

Finance Department

August 25, 2020 City Council Meeting



Overview

- Reflects transactions posted through August 12, 2020
- Sales Tax includes updated June 2020 Actuals
- Transactions will continue to be posted for FY 20
- Details for Sales Tax Q4 will not be available until September



General Fund - Revenues

- YTD Received - \$13,040,738
- Total revenues – 90% of the adjusted budget (2/1/20)
- COVID-19 Estimates vs. Revised Estimates
 - 4/14/20 - \$13,062,528
 - 8/11/20 - \$13,919,023
 - 8/25/20 - \$14,139,100
 - Higher by \$1,076,572 from 4/14/20
 - Sales Tax - \$746,839



Sales Tax

Sales Tax	Adopted Budget Estimates	COVID-19 Revised Estimates	Updated Estimates 8/11/20	Updated Actuals 8/25/20
March	286,915	179,322	148,986	148,986
April	264,022	66,006	159,637	159,637
May	308,661	76,415	291,900	291,900
June	285,451	71,363	106,127	251,771



Measure D

Measure D	Adopted Budget Estimates	COVID-19 Revised Estimates	Updated Estimates 8/11/20	Updated Actuals 8/25/20
March	101,990	63,744	72,522	72,522
April	148,566	37,141	90,123	90,123
May	168,236	42,059	156,537	156,537
June	145,433	36,358	73,338	147,771



General Fund Revenue Summary

Revenue Category	Adopted 7/1/19	Adjusted Budget 2/1/20	COVID-19 Revised Estimates 4/14/20	Updated Estimates 8/11/20	Updated Estimates 8/25/20
Property Tax	4,982,011	5,341,869	5,341,869	5,407,511	5,407,511
Sales Tax	5,098,455	5,098,455	3,678,455	4,316,014	4,536,091
TOT	3,350,823	3,380,887	2,280,887	2,482,055	2,482,055
Other Revenue	1,594,763	1,802,212	1,761,317	1,713,443	1,713,443
TOTAL	15,026,052	15,623,423	13,062,528	13,919,023	14,139,100



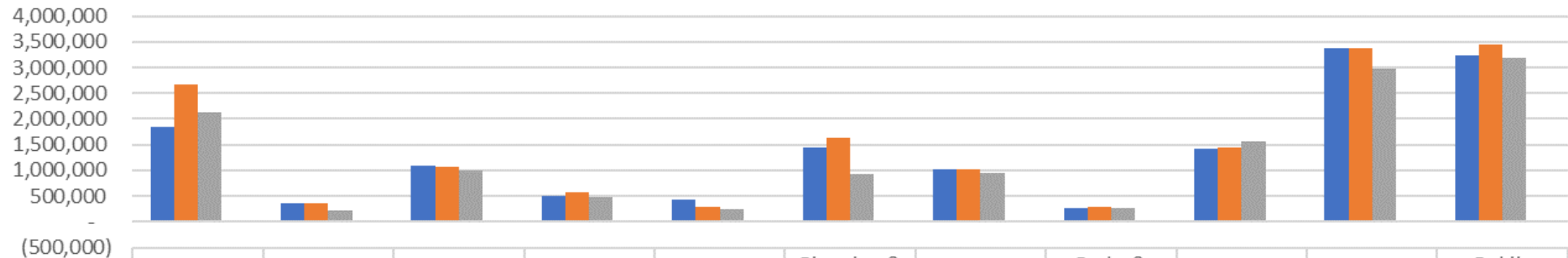
Overview of Expenditures - General Fund

- Transactions posted through 8/12/20 - \$13.9 million
- 89%
- Additional Invoices - \$990,000 to process
- Estimated expenditure total of \$14.4 million
- Includes COVID-19 related expenditures



Overview of Expenditures - General Fund

Q4 Unaudited Expenses General Fund



	Non Dept	Council	Admin	Finance	Attorney	Planning & Building	Library	Parks & Recreation	Fire	Police	Public Works
■ Adopted	1,843,105	351,577	1,086,780	504,030	441,000	1,454,557	1,031,603	273,814	1,412,085	3,379,393	3,248,108
■ Adjusted	2,682,172	363,179	1,067,752	579,998	282,000	1,630,568	1,031,603	278,814	1,455,978	3,374,979	3,441,983
■ YTD Spent	2,130,771	214,420	990,714	480,290	241,597	918,203	956,844	266,469	1,564,022	2,970,012	3,201,191
■ % of Budget Available	18%	36%	3%	9%	14%	28%	6%	4%	-7%	12%	5%



General Fund Net Position - Estimated

Unassigned GF Balance (101 only) @ 6/30/2019		7,921,589	Net Position %
Estimated Revenues @ 6/30/2020	14,139,100		
Estimated Expenses @ 6/30/2020	(14,413,113)		
Purchase Orders (including rollovers)	(512,913)		
Use of Reserves	786,926		
Estimated Unassigned Net Position @ 6/30/20		7,134,663	48%



Water Fund



Overview Water Fund

Revenue

- \$6,576,677
- 100% collected

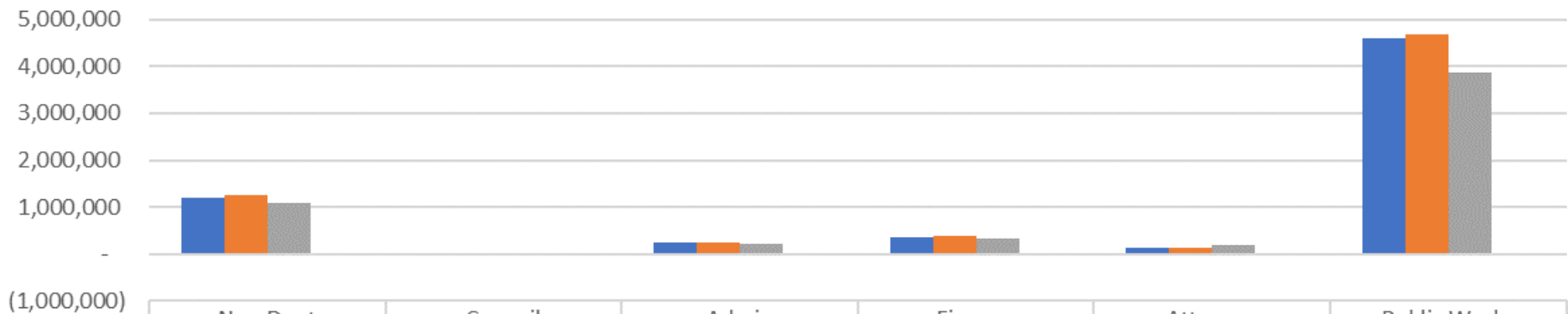
Expenses

- \$5,701,504
- 86%
- On target



Overview Water Fund

Q4 Unaudited Expenses Water Fund



	Non Dept	Council	Admin	Finance	Attorney	Public Works
Adopted	1,199,950	18,488	253,230	356,295	135,000	4,594,574
Adjusted	1,244,400	18,488	252,041	376,659	140,000	4,691,525
YTD Spent	1,086,160	15,902	219,161	330,095	185,456	3,864,730
% of Budget Available	9%	14%	10%	10%	-32%	17%



Overview of Water Fund

SUMMARY OF ESTIMATED WATER FUND REVENUES/EXPENSES

Wastewater	2019-20 Adopted Budget	2019-20 Adjusted Budget	Projected 6/30/20	Variance
Revenues	6,557,536	6,557,536	6,576,677	19,141
Expenses	6,557,536	6,723,113	6,728,969	(5,856)



Water Fund Net Position

Water Fund Balance @ 6/30/19		3,628,848	Net Position %
Estimated Revenues @ 6/30/20	6,576,677		
Estimated Expenses @ 6/30/20	(6,618,001)		
Purchase Orders (including rollovers)	(110,968)		
Estimated Net Position @ 6/30/20		3,476,556	52%



Wastewater Fund



Overview Wastewater Fund

Revenue

- \$3,274,079
- 98% collected

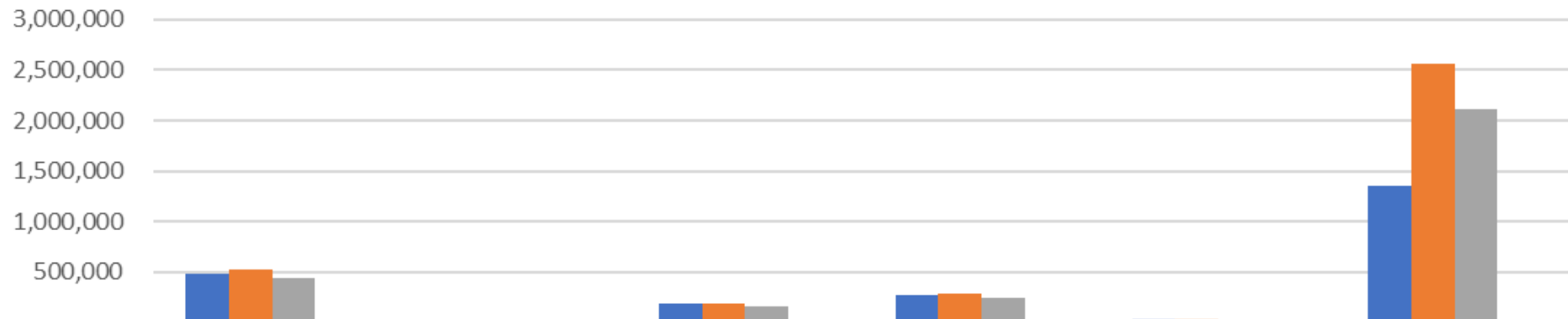
Expenses

- \$2,994,576
- 86%
- On target



Overview Wastewater Fund

Q4 Unaudited Expenses Wastewater Fund



	Non Dept	Council	Admin	Finance	Attorney	Public Works
Adopted	488,048	18,488	193,507	267,511	35,000	1,354,047
Adjusted	531,798	18,488	193,165	285,259	35,000	2,565,313
YTD Spent	446,414	15,902	163,741	243,145	14,608	2,110,765
% of Budget Available	8%	14%	12%	12%	58%	15%



Overview of Wastewater Fund

SUMMARY OF ESTIMATED WASTEWATER FUND REVENUES/EXPENSES

Wastewater	2019-20 Adopted Budget	2019-20 Adjusted Budget	Projected 6/30/20	Variance
Revenues	3,356,601	3,356,602	3,274,079	(82,523)
Expenses	3,356,601	3,629,023	3,592,883	36,140



Wastewater Fund Net Position

Wastewater Fund Balance @ 6/30/19		2,760,563	Net Position %
Estimated Revenues @ 6/30/20	3,274,079		
Estimated Expenses @ 6/30/20	(3,471,389)		
Purchase Orders (including rollovers)	(121,494)		
Estimated Net Position @ 6/30/20		2,524,282	70%



Water/Wastewater Aging Analysis

Year	# of Accounts	30-60 days	60-90 days	90-120 days	Over 120 days
2019	179	54,562	11,974	7,126	60,176
2020	363	371,033	0	27,330	71,126



CARES/Leak Adjustments

St. Helena Low Income Subsidy Program (CARES) – FY 2019-20 Q4

- 99 Participants
- Subsidy from May 1 – June 30, 2020 is \$15,456
- Annual Total - \$48,851
- 1 additional participant since the start of COVID-19
- \$11,639.92

Leak Adjustments – FY 2019-20 Q4

- 7 leak adjustments - 157 units of water
- Subsidy from May 1 – June 30, 2020 is \$1,021
- Annual Total - \$6,040



Council Action:
Receive and File Q4 FY 2019-20 Unaudited report



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

Agenda Section: CONSENT ITEMS

Subject: Consideration and Approval of a Resolution: (1) Establishing CIP Project No. R21-03 *2020 Emergency Fire Clearing* with a Construction budget of \$150,000; (2) Ratification of a Construction Contract with McCullough Construction Inc. for Emergency Fire Clearing at the Louis Stralla Water Treatment Plant (LSWTP) and other Locations, if necessary, Designated by the City to Mitigate Fire Risk/Damage from the LNU Lightning Complex fires for an amount not-to-exceed \$100,000; (3) Authorize the Director of Public Works to approve Change Orders not-to-exceed 50% of the original contract amount for the protection of critical City structures; and (4) Authorize a transfer of an amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency Work.

CEQA Determination: This work will be conducted under a Statutory Exemption identified under Sections(s) 15269, 15282 and 15284 of the California Environmental Quality Act

Prepared By: April Mitts, Finance Director

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Hennessey Fire, which started on Monday, August 17, 2020, and combined with other fires in Napa, Sonoma, Solano, and Yolo Counties have formed the LNU Lightning Complex.

The fires are currently burning out of control with 7% containment as of the preparation of this report, and the City is experiencing conditions of high temperatures, smoke, ash, and a water shortage.

On Wednesday, August 19, 2020, due to the conditions of extreme peril to the safety of persons and property that have arisen with the City as a result of the LNU Lightning Complex Fires, the City Manager, as the Director of Emergency Services for the City of St. Helena, issued an Emergency Proclamation, proclaiming the existence of a local emergency.

During the emergency, the City Manager, acting as the Director of Emergency Services, furnishes information, promulgates orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code section 8634, may enter into agreements, and take all actions necessary to implement preventive measures to protect and preserve the residents of the City within the scope of the local emergency proclaimed.

DISCUSSION

The rapid and continuing progression of the LNU Lightning Complex is currently designated as one of the largest fires in California history.

Due to the progression and scale of the fires and the threat they pose to several of the City's critical facilities, the City had an urgent need for emergency fire mitigation services. The immediate need was to create additional defensible space at the Louis Stralla Water Treatment Plant (LSWTP), which treats surface water stored in Bell Canyon Reservoir and is the primary source of potable water for the City and surrounding areas. CalFIRE issued a mandatory evacuation order of all property east of Silverado Trail from Hwy 128 north to Dutch Henry Canyon Road, including the LSWTP facility, on the evening on August 19, 2020 and, as of August 21, 2020, this order remains in effect.

The LSWTP is a critical asset as it supplies the greatest percentage of water to the City and the surrounding areas (40% in non-drought years and 46% in drought years). If this water plant is lost due to fires, the ability to provide water to the City and surrounding areas will be severely compromised. The LSWTP has a value of over \$7.5 million which includes the building value as well as the contents.

Due to the close proximity of the LNU Lightning Complex, on Thursday, August 20, 2020, the City's Public Works crews, in conjunction with the City's Fire Department, began work in the areas around the LSWTP. It was determined additional resources were necessary to help clear an optimal defensible space around this essential facility to mitigate a greater loss.

Pursuant to St. Helena Municipal Code (SHMC) Section 3.04.170 (Emergencies), bidding procedures may be dispensed within the case of an emergency. The City Council delegates to the City Manager the authority to declare a public emergency and enter into contracts for purchase in accordance with Section 3.04.175 and is subject to confirmation by the City Council at its next meeting for any purchase in excess of

\$25,000. SHMC Section 3.04.175 modifies the City's normal purchasing practices during a proclaimed emergency. Further, SHMC Section 3.04.175 C.1. gives the City Manager, or designee, the authority to make single purchases up to \$100,000 and SHMC Section 3.04.175 E.1. establishes that purchases of \$250,000 or less shall not be required to be formally bid.

In seeking assistance on clearing an optimal defensible space around the LSWTP, as well as other City facilities, the City reached out to McCullough Construction, Inc. (McCullough), who was recently awarded a Construction Contract for the Upper York Creek Dam restoration project. McCullough was contacted because their contract was recently awarded (June 23, 2020), the City has recently verified McCullough meets the City's insurance requirements, and McCullough is currently mobilized within the City limits working on the Upper York Creek Dam restoration project and provides emergency services. Having McCullough already established in St. Helena allowed heavy equipment (e.g. bulldozers) and staff to quickly mobilize to critical areas which saves both valuable time and is available at a lower cost.

On August 20, 2020, CIP Project No. R21-03 *2020 Emergency Fire Clearing* was established with a budget of \$150,000 and on August 21, 2020, Construction Contract STH Contract: FY 2021-017 was awarded to McCullough Construction, Inc., in an amount not-to-exceed \$100,000 to assist with emergency fire clearing needs due to close proximity of the LNU Lightning Complex. The first, and immediate, work task requested was fire mitigation clearing at the LSWTP, with a focus on clearing an optimal defensible space around essential water treatment plant facilities starting August 21, 2020. The LSWTP is in the evacuation zone for the LNU Lightning Complex Fires, specifically the Aetna Springs area. STH Contract: FY 2021-017 also allows to continue emergency work, if necessary, at other locations designed by the City to mitigate fire risk/damage from the LNU Lightning Complex.

FISCAL IMPACT

The fiscal impact is not-to-exceed \$150,000 in which the City will seek reimbursement through state and federal emergency resources. Initially, a transfer of up to \$150,000 from General Fund reserves to CIP Fund 741 will be necessary to cover the costs. The total transfer will be dependent on actual costs, but will not exceed \$150,000. Reimbursements received will be placed back into the General Fund. If the full \$150,000 is utilized the 6/30/21 estimated General Fund net position is \$5,174,177, or 39%, not accounting for any state or federal reimbursements.

RECOMMENDED ACTION

Approve a Resolution: (1) Establishing CIP Project No. R21-03 *2020 Emergency Fire Clearing* with a Construction budget of \$150,000; (2) Ratification of a Construction Contract with McCullough Construction Inc. for Emergency Fire Clearing at the Louis Stralla Water Treatment Plant (LSWTP) and other Locations, if necessary, Designated by the City to Mitigate Fire Risk/Damage from the LNU Lightning Complex Fires for an amount not-to-exceed \$100,000; (3) Authorize the Director of Public Works to approve Change Orders not-to-exceed 50% of the original contract amount for the protection of

critical City structures; and (4) Authorize a transfer of an amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency Work.

ATTACHMENTS

[Attachment 1 - CIP R21-03 2020 Emergency Fire Clearing](#)

[Attachment 2 - STH Contract FY2021-017 McCullough Constructions 2020 Emergency Fire Clearing Contract Project No. R21-03](#)

[Attachment 3 - Resolution](#)

Emergency Fire Clearing

Project No: R21-03

Category: Streets

Project Location: 410 Crystal Springs Rd. and Other Locations as Necessary

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Emergency fire clearing needs due to close proximity of the LNU Lightning Complex fires. The first, and immediate, work task requested is fire clearing at the LSWTP, with a focus on clearing an optimal defensible space around essential water treatment plant facilities as early as August 21, 2020. The LSWTP is currently located in the evacuation zone for the LNU Lightning Complex fire, specifically the Aetna Fire which is currently at 0% containment.

EXPENDITURE ACCOUNTS: Fund: 741 Dept: 5014

EXPENDITURES								PROJECT TOTAL
	Total YTD	Rollover Funds	2020-21	2021-22	2022-23	2023-24	2024-25	
3160 - Construction Contract			150,000					150,000
EXPENDITURE TOTALS			150,000					150,000
FUNDING SOURCES								
101-General Fund			150,000					150,000
FUNDING TOTALS			150,000					150,000

STH CONTRACT #Y2021-017

**CITY OF ST. HELENA
CONSTRUCTION CONTRACT**

**2020 EMERGENCY FIRE CLEARING CONTRACT
PROJECT NO. R21-03**

1. PARTIES AND DATE.

This Contract is made and entered into this 20th day of August, 2020 by and between the City of St. Helena, a public agency of the State of California ("City") and McCullough Construction Inc., a corporation with its principal place of business at 57 Alder Grove Road, Arcate, CA. 95521 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing emergency fire clearing work on the 2020 LNU Fire Complex and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A General Contractors License.

2.3 Project. City desires to engage Contractor to render such services for the 2020 Emergency Fire Clearing Project, Project No. R21-03 ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Addenda
- Change Orders executed by the City
- 2018 Caltrans Standard Plans and Specifications

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or

article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract as defined by written direction by the City, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor an amount not to exceed the Total Contract Price of One Hundred Thousand Dollars (\$100,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10)

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any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing

Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising

from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs

any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered

by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed

Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time

within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor

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shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess,

shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must 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, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that

any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and

for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

McCullough Construction Inc.
7 Alder Grove Road
Arcata, CA. 95521
Attn: Macky McCullough, President

CITY:

City of St. Helena
1572 Railroad Avenue

83578.00000\32493566.1

St. Helena, CA 94574
Attn: Mark T. Prestwich, City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Napa, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present

or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ST. HELENA
AND MCCULLOUGH CONSTRUCTION, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 20th day of August, 2020.

CITY OF ST. HELENA

MCCULLOUGH CONSTRUCTION, INC.

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

Digitally signed by Mark
T. Prestwich
Date: 2020.08.21
08:22:46 -07'00'

By: H. M. McCullough Jr.
Its: President

Printed Name: Hugh M McCullough Jr.

ATTEST:

By: April Mitts
April S. Mitts
Finance Director

Digitally signed by April
Mitts
Date: 2020.08.21
08:13:25 -07'00'

EXHIBIT “A” SERVICES/SCHEDULE

Scope

On August 19, 2020, the City of St. Helena proclaimed the existence of a local emergency due to the rapid and continuing progression of the LNU Lightning Complex fires which is affecting Napa, Sonoma, Solano, and Lake counties and is currently designated as the 9th largest fire in California history.

The City of St. Helena has an urgent need for emergency work due to the progression of these fires and the threat they pose to critical City structures. The City of St. Helena is a full-service City which includes providing water and wastewater treatment to the City of St. Helena as well as the surrounding communities.

The immediate need is to create defensible space at the Louis Stralla Water Treatment Plant (LSWTP), which treats surface water stored in Bell Canyon Reservoir and is the primary source of potable water for the City and surrounding areas. Property east of Silverado Trail from Hwy 128 north to Dutch Henry Canyon Road, including the LSWTP facility, was subject to a CalFIRE mandatory evacuation order on the evening of August 19, 2020 and remains under this order.

The LSWTP is a critical asset as it supplies the greatest percentage of water to the City and the surrounding areas (40% in non-drought years and 46% in drought years). If this water plant is lost due to fires, the ability to provide water to the City and surrounding areas will be compromised. The LSWTP has a value of over \$7.5 million which includes the building value as well as the contents.

Description of Work

Assist with emergency fire clearing needs due to close proximity of the LNU Lightning Complex fires. The first, and immediate, work task requested is fire clearing at the LSWTP, with a focus on clearing an optimal defensible space around essential water treatment plant facilities as early as August 21, 2020. The LSWTP is currently located in the evacuation zone for the LNU Lightning Complex fire, specifically the Aetna Fire which is currently at 0% containment.

Location and Limits of Work

LSWTP is located at 410 Crystal Springs Road, St. Helena, CA 94574. Additionally, it may be necessary to continue emergency work at other locations designated by the City to mitigate fire risk/damage from the LNU Lightning Complex fires.

Estimated Time of Completion

Work is to commence as early as Friday, August 21, 2020 and will remain in effect until clearance is complete.

Emergency work associated with fire clearing is subject to highly changeable field conditions therefore this project will be based on time and materials associated with written task orders directed by the City and based on Caltrans Labor Surcharge and Equipment Rates effective April 1, 2020 through March 31, 2021 and available here:

https://dot.ca.gov/-/media/dot-media/programs/construction/documents/equipment-rental-rates-and-labor-surcharge/book_2020.pdf

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Emergency work associated with fire clearing is subject to highly changeable field conditions therefore plans and specifications other than already specified or via change order are not applicable.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City one identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

McCullough Construction, Inc.

By: H. M. McCullough Jr.
Signature

Hugh M. McCullough Jr.
Name (Print)

President
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: McCullough Construction Inc.

DIR Registration Number: 1000002994

DIR Registration Expiration: 6/30/2021

Small Project Exemption: Yes or No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor McCullough Construction Inc.

Signature H. M. McCullough Jr.

Name and Title Hugh M. McCullough JR. - President

Dated 8/20/2020

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

CITY OF ST. HELENA

RESOLUTION No. 2020-

Resolution of the Council of the City of St Helena (1) Establishing CIP Project No. R21-03 2020 *Emergency Fire Clearing* with a Construction budget of \$150,000; (2) Ratification of a Construction Contract with McCullough Construction Inc. for Emergency Fire Clearing at the Louis Stralla Water Treatment Plant (LSWTP) and Other Locations, if Necessary, Designated by the City to Mitigate Fire Risk/Damage from the LNU Lightning Complex Fires for an amount not-to-exceed \$100,000; (3) Authorize the Director of Public Works to approve Change Orders not-to-exceed 50% of the Original Contract Amount for the Protection of Critical City Structures; and (4) Authorize a Transfer of an Amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency Work.

RECITALS

- A. The Hennessey Fire, which started on Monday, August 17, 2020, and combined with other fires in Napa, Sonoma, Solano, Yolo, and Lake counties have formed the LNU Lightning Complex Fires; and
- B. The fires are currently burning out of control with no containment and the City is experiencing conditions of high temperatures, smoke, ash, and a water shortage; and
- C. On Wednesday, August 19, 2020, due to the conditions of extreme peril to the safety of person and property that have arisen with the City as a result of the LNU Lightning Complex Fire, the City Manager, as the Director of Emergency Services for the City of St. Helena, issued an Emergency Proclamation, proclaiming the existence of a local emergency related to the Hennessey Fire and the LNU Lightning Complex fires; and
- D. During the emergency, the City Manager, acting as the Director of Emergency Services, furnishes information, promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code section 8634, enter into agreements, and take all actions necessary to obtain State emergency assistance to implement preventive measures to protect and preserve the residents of the City within the scope of the local emergency proclaimed; and
- E. The City of St. Helena had an urgent need for emergency work due to the progression of these fires and the threat they pose to critical City structures. The

immediate need was to create defensible space at the Louis Stralla Water Treatment Plant (LSWTP), which treats surface water stored in Bell Canyon Reservoir and is the primary source of potable water for the City and surrounding areas. Property east of Silverado Trail from Hwy 128 north to Dutch Henry Canyon Road, including the LSWTP facility, was subject to a CalFIRE mandatory evacuation order on the evening on August 19, 2020 and, as of August 21, 2020, remains under this order; and

- F. The LSWTP is a critical asset and as it supplies the greatest percentage of water to the City and the surrounding areas (40% in non-drought years and 46% in drought years). If this water plant is lost due to fires, the ability to provide water to the City and surrounding areas will be compromised. The LSWTP has a value of over \$7.5 million which includes the building value as well as the contents; and
- G. Due to the close proximity of the LNU Lightning Complex fires, on Thursday, August 20, 2020, the City's Public Works crews, in conjunction with the City's Fire Department, began work in the areas around the LSWTP. It was determined additional resources were necessary to help clear an optimal defensible space around this essential facility; and
- H. Pursuant to St. Helena Municipal Code (SHMC) Section 3.04.170 (Emergencies), bidding procedures may be dispensed within the case of an emergency. The City Council delegates to the City Manager the authority to declare a public emergency and enter into contracts for purchase in accordance with Section 3.04.175 and is subject to confirmation by the City Council at its next meeting for any purchase in excess of \$25,000. SHMC Section 3.04.175 modifies the City's normal purchasing practices during a proclaimed emergency. Further, SHMC Section 3.04.175 C.1. gives the City Manager, or designee, the authority to make single purchases up to \$100,000 and SHMC Section 3.04.175 E.1. establishes that purchases of \$250,000 or less shall not be required to be formally bid; and
- I. In seeking assistance on clearing an optimal defensible space around the LSWTP, as well as other City facilities, the City reached out to McCullough Construction, Inc. (McCullough), who was recently awarded a Construction Contract for the Upper York Creek Dam restoration project. McCullough was contacted because their contract was recently awarded (June 23, 2020), the City has recently verified McCullough meets the City's insurance requirements, and McCullough is currently mobilized within the City limits working on the Upper York Creek Dam restoration project. Having McCullough already established in St. Helena allowed heavy equipment (e.g. bulldozers) and staff to quickly mobilize to critical areas. Which saves both valuable time and is available at a lower cost; and.
- J. On August 20, 2020, CIP Project No. R21-03 *2020 Emergency Fire Clearing* was established with a budget of \$150,000 and on August 21, 2020, Construction Contract STH Contract: FY 2021-017 was awarded to McCullough Construction, Inc., in an amount not-to-exceed \$100,000 to assist with emergency fire clearing needs due to close proximity of the LNU Lightning Complex fires. The first, and immediate, work task requested was fire clearing at the LSWTP, with a focus on clearing an optimal defensible space around essential water treatment plant facilities

starting August 21, 2020. The LSWTP is in the evacuation zone for the LNU Lightning Complex fire, specifically the Aetna Fire which is currently at 0% containment. STH Contract: FY 2021-017 also allows to continue emergency work at other locations designed by the City to mitigate fire risk/damage from the LNU Lightning Complex fires.

RESOLUTION

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

1. The City Council retroactively approves the establishment of CIP Project No. R21-03 *2020 Emergency Fire Clearing* with a construction budget of \$150,000; and
2. The City Council ratifies and retroactively approves the Construction Contract with McCullough Construction, Inc., for 2020 Emergency Fire Clearing in an amount not-to-exceed \$100,000; and
3. The City Council authorizes the City Manager to retroactively execute the Construction Contract with McCullough Construction, Inc., for 2020 Emergency Fire Clearing; and
4. The City Council authorizes the Director of Public Works to approve Change Orders not-to-exceed 50% of the original contract amount for the protection of critical City structures; and
5. The City Council authorizes a transfer of an amount not-to-exceed \$150,000 from the General Fund Reserves to Fund 741 for the Emergency work; and
6. The City Council acknowledges the actual amount transferred from the General Fund reserves to Fund 741 will be dependent on the actual invoices and that disaster reimbursement will be sought and any funds received will be placed back into the General Fund.

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

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Aug 2020 - AMENDED 8-21-20

Agenda Section: CONSENT ITEMS

**Subject: Ratify Emergency Declaration Issued by the City Manager/Director of Emergency Services
Proclaiming the Existence of a Local Emergency Related to the Hennessey Fire and the LNU Lightning Complex Fires**

CEQA Not a CEQA project
Determination:

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On Monday, August 17, 2020, a lightning strike started the Hennessey Fire. Additionally, numerous other small fires also started as a result of lightning strikes throughout the Napa Valley and surrounding counties. Other fires, including the Gamble, Green, and Markley fires, merged to become the LNU Lightning Complex Fire, which as of this writing has collectively burned 219,067 acres in Napa, Lake, Sonoma, Solano, and Yolo counties.

The following day, August 18, 2020, Governor Newsom declared a state of emergency for the State of California as a result of extreme heat and fires burning throughout the State and finding that the conditions caused by fires are of a magnitude that are likely beyond the control of any single local government agency and that such fires require the combined forces or a mutual aid region(s) to respond.

The Fire followed from multiple days of extreme heat and significant weather events, including multiple lightning strikes, and the City experienced power outages related to the Fire on both August 17 and 18. On August 19, 2020, as the Fire was at zero percent containment and evacuations were ordered for parts of St. Helena east of the Silverado

Trail, the City Manager acting as the Director of Emergency Services issued a proclamation declaring a local emergency.

DISCUSSION

California Government Code section 8630 and St. Helena Municipal Code section 2.64.060 empowers the City Manager, as the Director of Emergency Services for the City of St. Helena, to proclaim the existence of a local emergency when the City Council is not in session.

On August 19, 2020, the City Manager, as Director of Emergency Services, proclaimed the existence of local emergency in the City of St. Helena in response to the Hennessey Fire and LNU Lightning Complex Fire. The proclamation was issued pursuant to St. Helena Municipal Code section 2.64.06; however, the City Council must ratify that declaration within seven days or the declaration of local emergency will not be effective thereafter.

An emergency exists when conditions are beyond the control of the services, personnel, equipment, and facilities of this City. The declaration is an acknowledgement of the needs for the combined forces of other political subdivisions to combat. The City may require additional assistance in the future, and a formal declaration of emergency allows additional resources to flow to the City in a timely fashion. The declaration of emergency also allows needed flexibility in staffing decisions and steps needed to continue to deliver essential services and to protect the City's residents. The declaration enables the City to more effectively respond to the fire and potentially obtain reimbursement for the response.

FISCAL IMPACT

While there will be costs associated with City's emergency response to the fires, approval of the proclamation of a Local Emergency by the City Council has no direct cost impact. However, it may enable potential external sources for reimbursement to costs associated with the City's emergency response. Under a federally declared disaster, the federal government generally is responsible for 75% of the eligible disaster costs, while the State picks up 75% of the remaining 25%, resulting in the local agency responsible for up to 6.25% of the disaster related expenditures.

RECOMMENDED ACTION

Adopt Resolution No _____ ratifying the declaration of a local emergency.

ATTACHMENTS

[Resolution Ratifying CM Emergency Proclamation - LNU Lightning Complex-c1](#)
[Emergency Proclamation - LNU Lightning Complex Fires 08192020](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA RATIFYING THE PROCLAMATION OF THE
CITY MANAGER, PROCLAIMING THE EXISTENCE OF A
LOCAL EMERGENCY RELATING TO WILDFIRES
THREATENING THE CITY OF ST. HELENA**

WHEREAS, Chapter 2.64 of the St. Helena Municipal Code empowers the City Council to proclaim a local emergency when the City of St. Helena is affected or threatened to be affected by an emergency; and

WHEREAS, on August 19, 2020, the City Manager, in accordance with Section 2.64.060(A) of the St. Helena Municipal Code, issued a Proclamation (Exhibit A) proclaiming the existence of a local emergency relating to wildfires threatening the City of St. Helena; and

WHEREAS, the City Council must ratify the proclamation of the existence of a local emergency within seven (7) days following the proclamation; and

WHEREAS, Government Code section 8630 generally requires the City Council to review the need for continuing the local emergency at least every sixty (60) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of St. Helena as a result of the Hennessey Fire, which started on Monday, August 17, 2020, and combined with other fires in Napa, Sonoma, Solano, and Yolo Counties into the LNU Lightning Complex; and

WHEREAS, the President of the United States, State of California, and County of Napa have declared states of emergency as a result of the LNU Lightning Complex; and

WHEREAS, portions of the LNU Lightning Complex are currently burning out of control; and

WHEREAS, CalFire issued a mandatory evacuation for residents of the City of St. Helena living east of Silverado Trail; and

WHEREAS, the LNU Lightning Complex Fire has created conditions that are beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

WHEREAS, the City's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by the State and Federal governments will be critical to successfully responding to the LNU Lightning Complex; and

WHEREAS, the conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby ratifies the Proclamation issued by the City Manager on August 19, 2020.

SECTION 3. The City Council of the City of St. Helena hereby declares and proclaims that a local emergency now exists throughout the City.

SECTION 4. During the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Emergency Organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City.

SECTION 5. All City employees shall take all steps requested by the Director of Emergency Services to mitigate fire impacts.

SECTION 6. The City Manager shall forward a copy of this Resolution to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act funds, and any other local, State, or Federal Funds available to mitigate this emergency; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

SECTION 7. Pursuant to Section 2.64.060(B) of the St. Helena Municipal Code, the City Council approves of the Director of Emergency Services' designation of the order of succession to that office, in particular to have the following persons, in the following order, serve as the Director of Emergency Services in the event the Director of Emergency Services is unable to attend meetings and otherwise perform his duties during an emergency: (1) the Finance Director; (2) the Planning and Building Director; and (3) the Public Works Director.

SECTION 8. During the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City of St. Helena.

SECTION 9. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of St. Helena.

SECTION 10. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 11. This Resolution shall become effective immediately.

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

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Knudsen:

Council Member Koberstein:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

PROCLAMATION NO. ____

**A PROCLAMATION OF THE DIRECTOR OF
EMERGENCY SERVICES OF THE CITY OF ST. HELENA
PROCLAIMING THE EXISTENCE OF A LOCAL
EMERGENCY RELATED TO THE HENNESSEY FIRE AND
THE LNU LIGHTNING COMPLEX FIRES**

WHEREAS, California Government Code Section 8630 and St. Helena Municipal Code Section 2.64.060 empowers the City Manager, as the Director of Emergency Services to proclaim the existence of a local emergency when the City Council is not in session; and

WHEREAS, the Director of Emergency Services of the City of St. Helena does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the Hennessey Fire, which started on Monday, August 17, 2020, and combined with other fires in Napa, Sonoma, Solano, and Yolo Counties have formed the LNU Lightning Complex Fires; and

WHEREAS, the fires are currently burning out of control with no containment and the City is experiencing conditions of high temperatures and a water shortage; and

WHEREAS, power outages are being experienced throughout St. Helena and Napa County; and

WHEREAS, the City Council of the City of St. Helena is not in session (and cannot immediately be called into session).

NOW, THEREFORE, BE IT PROCLAIMED by the City Manager of the City of St. Helena, as follows:

Section 1. Pursuant to California Government Code section 8630 and St. Helena Municipal Code section 2.64.060, the City Manager hereby finds and proclaims a local emergency caused by conditions or threatened conditions of the Hennessey Fire and the LNU Lightning Complex Fires, which constitute an extreme peril of health and safety of persons within the territorial limits of the City.

Section 2. The local emergency shall be deemed to continue to exist provided that it is ratified by the City Council within seven days, and shall continue until it is terminated by the City Council.

Section 3. During the emergency, the City Manager, acting as the Director of Emergency Services, will furnish information, promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code section 8634, enter into agreements, and take all actions necessary to obtain State emergency assistance to implement preventive measures to protect and preserve the residents of the City within the scope of the local emergency hereby proclaimed.

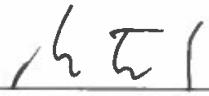
Section 4. All City Departments are hereby ordered to track costs associated with staffing, supplies, and equipment related to this emergency and to furnish the Finance Department with such information on a regular basis during the course of the emergency.

Section 5. All City employees shall take all steps requested by the Director of Emergency Services to protect the health, safety, and welfare of the residents of the City of St. Helena in addressing the impacts of the emergency.

Section 6. During the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City of St. Helena.

Section 7. A copy of this proclamation will be forwarded to the Director of California's Governor's Office of Emergency Services, requesting that the Director find it acceptable in accordance with State law, and that recovery assistance be made available utilizing the California Disaster Assistance Act funds, and any other local, State, or Federal Funds available to mitigate this emergency, which include, but are not limited to, weather response, and repair and recovery costs.

This Proclamation is hereby issued by the City Manager, as the Director of Emergency Services.



Mark T. Prestwich, City Manager

ADOPTED this 19th day of August, 2020.



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

Agenda Section: **OLD BUSINESS**

Subject: City Manager Update on COVID-19 Emergency (Oral Report)

CEQA Not a CEQA project
Determination:

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

RECOMMENDED ACTION

Discussion and direction to the City Manager.



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

Agenda Section: OLD BUSINESS

Subject: Review of City of St. Helena Small Business Sustainability Loan Program; Discussion and Direction Regarding Possible Modification(s) to Expand Eligibility; and, Consideration of a Resolution updating the Small Business Sustainability Loan Program to Include Organizations Providing Critical Services

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

At the May 23, 2020 City Council meeting, Council expressed an interest in establishing a Small Business Assistance Loan Program to help St. Helena businesses who have endured hardships due to COVID-19.

On June 9, 2020, the City Council adopted via Resolution 2020-60 a Small Business Sustainability Loan Program for small businesses who have suffered losses as a result of COVID-19 shelter-at-home orders and designated \$300,000 for this program.

To-date \$140,000 of loans have been disbursed, leaving an available balance of \$160,000.

DISCUSSION

At the August 11, 2020 City Council meeting, City Council expressed an interest in reviewing the City's Small Business Sustainability Loan Program. Discussion included consideration of expanding the loan program to address emerging COVID-19 challenges, including the availability of child care centers and other critical services/needs.

As a response to the City Council's request, City staff has prepared a modified resolution for Council consideration that, if adopted, would:

- Remove the stipulation of the business having to be for profit
- Expanding Section 3.1 to include having a facility within the City Limits where previously it required a storefront or office
- Adding to the eligible business type list organizations which offer services to those who live or work locally

The conceptual modifications are shown in Track Changes in Attachment 1.

All other provisions of the program would remain the same unless additional modifications were made by the City Council.

FISCAL IMPACT

There is no additional fiscal impact in expanding the Small Business Sustainability Loan Program as funds were authorized and designated in FY 2019-20 via Resolution 2020-60.

RECOMMENDED ACTION

Consider approval of a Resolution updating the Small Business Sustainability Loan Program Updating the Eligibility to Include Organizations Providing Critical Services.

ATTACHMENTS

[Attachment 1 - St. Helena Business Assistance Loan Program Updated 082520](#)

[Attachment 2 - SBS Loan Application 082520](#)

[Attachment 3 - Resolution - Small Business Sustainability Loan Program revised](#)

Small Business Sustainability (SBS) Loan Program Information and Guidelines

Operated By

City of St. Helena

Updated 08/25/20



1.0 INTRODUCTION

To assist our small business community as we weather through this COVID-19 crisis, the City of St. Helena (COSH) has created a Small Business Sustainability (SBS) Loan Program and has allocated initial funding up to \$300,000 to make loans up to \$20,000 to eligible small businesses. The total amount may be increased incrementally as funds are identified.

2.0 SMALL BUSINESS SUSTAINABILITY LOAN PROGRAM OVERVIEW

2.1 Key Loan Features

- 0% interest rate
- No collateral is required
- No fees or points
- Payments are deferred until May 1, 2021
- The loan balance as of May 1, 2021 will be required to be repaid in equal installments with an automatic payment system based on the amount of your loan:
 - Tier 1 (loan amounts of up to \$5,000): Repayment will be over the remaining three (3) years of the loan.
 - Tier 2 (loan amounts of up to \$15,000): Repayment will be made over the remaining five (5) years of the loan.

2.2 Available Loan Amounts

- Preliminarily, the City will consider the following two loan tiers:
 - Tier 1: Businesses with 5 or less FTE* loans may be up to \$5,000. If there are not enough applicants in Tier 1, then funds will be released to Tier 2. Tier 1 will have the flexibility in the maximum dollar amount.
 - Tier 2: Businesses with 6 to 25 FTE* may receive up to \$20,000.
- The above loan tiers and the number of loans the City is able to offer, will depend on how many applicants apply, given the limited funding allocation of \$300,000.
- The Loan Program may allocate at least 20% of the Loan Program's Funding allocation (20% of \$300,000 = \$60,000) to businesses with 5 or less FTE.
- If there are not enough applicants in Tier 1, then funds will be released to Tier 2.
- Tier 1 applicants may apply for funds in excess of \$5,000 up to the Maximum loan amount designated in Tier 2.

*FTE – A full-time employee is typically one who works 40 hours/week. For example, one employee who works 40 hours/week equals one FTE. To determine the FET number for your staff, add the total number of hours worked in a week by all employees, then divide that number by 40. For example, if you have 4 part-time employees who work a total of 10 hours/week, those employees equal 1.0 FTS. **Your FTE should be calculated as of your March 1, 2020 payroll.**

2.3 Funding Availability

- The SBS Loan Program will open on Thursday, June 11, 2020. At that time, applicants will be able to access the SBS Loan Program Application available on the City's website and submit a complete application package.
- Applications will be reviewed in weekly phases until the allocated SBS Loan Program funds are fully exhausted. The review phases are as follows:
 - The **1st Review** of completed applications will consider those applications received by 5:00 p.m. on Thursday, June 18, 2020 when the 1st Review window closes;
 - If funds are remaining after the 1st Review, the **2nd Review** period will consider those applications received after the 1st Review window closes but no later than 5:00 p.m. on Thursday, June 25, 2020; and
 - The process shall continue weekly until all funds are awarded.

3.0 PROGRAM REQUIREMENTS

3.1 Eligibility

- Applicants must be an for-profit, independently owned and operated business located within the City Limits of St. Helena, CA.
- Your business must have a storefront presence, or office, or facility within the City Limits of St. Helena, CA.
- Eligible business types include restaurants, retail stores, tasting rooms, or a local service provider which offers services to those who work or live locally.
- Applicants must have 25 or less FTE to be eligible to apply.
- Business must have a current COSH Business License, in good standing, as of March 1, 2020.
- Business must have been in operation as of March 1, 2020.

- Business must have a demonstrated hardship due to the 2020 COVID-19 pandemic and its related Public Health Orders, such as a closure and resultant loss in review.
- Business must be in good standing with the COSH as of March 1, 2020 (e.g., current on utility bills, business license, no liens or judgments, etc.).
- Loan funds shall be used for daily operational needs such as lease/mortgage payments, payroll and benefit costs, utilities, materials, supplies and services associated with making the business compliant with additional social distancing requirements.
- Per the application, applicants must inform the COSH if the business has applied for a Paycheck Protection Program (PPP)/CARES Act loan, and whether your application was successful. The City may give a preference to businesses unable to receive a PPP loan if the business has attempted to apply but was denied because of lack of PPP funding or because the business was not able to process a loan application through area banks and the SBA.

4.0 SUBMITTING YOUR APPLICATION

- 4.1 Documentation - You will need to submit the following required documentation along with your signed application form. If selected, you may be required to provide additional documentation including most recent 941's, additional credit reports, personal financial statement, etc.)
- A current IRS Form W-9 (showing your Taxpayer ID); and
 - A payroll register, or similar documentation, including the number of employees and hours each employee worked to verify the number of FTE employees your business had as of March 1, 2020. Please do not show any Social Security Numbers (SSNs) on this documentation; and
 - Most recent month end, year-to-date Balance Sheet; and
 - Most recent Profit and Loss Statement; and
 - Tax Returns (for the previous 2 years); and
 - Letter telling us about your business and a brief explanation of what the funds will be used for; and
 - Most recent credit reports.
- 4.2 Please submit the application form and the supporting documentation via email to: mkellogg@cityofsthelena.org as soon as possible. Alternatively, you can drop off your application package in an envelope (please write, "SBS Loan Application" on the envelope) at St. Helena City

Hall, 1572 Railroad Avenue in the Utility Billing drop-box located to the left of the main door.

- To be considered in the 1st Review of loan applications, your materials must be in by 5:00 p.m. on Thursday, June 18, 2020.
- An email will be sent to all applicants confirming receipt of the completed application. **You must receive a confirmation email from the City of St. Helena in order for your application to be considered received.** If you do not receive an email confirmation, please reach out to Mandy Kellogg at: 707-312-1260. A confirmation must be received by Thursday, June 18, 2020 for the 1st Review.
- Please know that the City's intent is to consider loans to as many businesses as possible who provide a complete packet before the 1st Review period. If funds remain after the 1st Review period, the 2nd Review period shall be those applications received after the close of the 1st Review period but by 5:00 p.m. on Thursday, June 25, 2020.

5.0 LOAN PROCESSING AND APPROVAL

5.1 Additional Details

- If more than \$300,000 in loans are requested, the City reserves the right to lower the maximum loan amounts to attempt to provide loans to as many qualifying applicants as possible.
- A list of each business receiving a loan as well as the loan amount will be posted on the City's website.
- Successful applications will be required to execute a Promissory Note, and other document deemed necessary.
- Given the limited resources, the COSH may not be able to award loans to everyone who applies, even to applicants who clearly comply with all application requirements.
- There may be interest charged at the normal loan rate, but no lower than 5% if the loan balance is not paid in full by the maturity dates of May 2024 (for loans less than and up to \$5,000) and May 2026 (for loans over \$5,000).

5.2 Application Review

- As noted in Section 2.3, the **1st Review** of completed loan applications (completed = a complicated application form and supporting documentation) will be of the applications submitted on or before 5:00 p.m. on Thursday, June 18, 2020. There is a possibility that funds may be exhausted after the 1st Review.

- If funds remain available, 2nd Review will occur for those completed loan applications that came in after 5:00 p.m. on Thursday, June 18, 2020 and by 5:00 p.m. on Thursday, June 25, 2020.
- If additional funds are identified (above the \$300,000), all qualified but unfunded applications will be kept and reviewed if additional funds become available.
- **Please be sure your application is complete when submitted, including supporting documentation. Incomplete applications or applications with missing information will not be reviewed.**
- **You must receive a confirmation email from the City of St. Helena in order for your application to be considered received. If you have not received a confirmation, it is your responsibility to reach out to the City utilizing the contract information in this document.**
- Applications will be reviewed by a loan committee consisting of COSH staff and a local, volunteer loan expert.
- All decisions of the loan committee are final.
- A best effort attempt will be made to make loan approval decisions within seven (7) business days following each review period.
- The City anticipates that loan funding will occur within 1 week after the Promissory Note and Loan Agreement has been executed.
- To provide transparency, the City of St. Helena will post a list on the COSH's website showing what businesses received a loan and in what amount. By signing and submitting a SBS Loan Program application with the City of St. Helena, you agree to have your company's name along with the loan amount listed on the COSH's website.

6.0 CONTACT INFORMATION

Contact the Mandy Kellogg at: mkellogg@cityofsthenana.org with any questions, or call 707-312-1260.

7.0 ATTACHMENTS

- 7.1 Loan Application
- 7.2 Checklist





Small Business Sustainability Loan Borrower Application

Attachment 7.1
August 25, 2020

Please Check One:	☐ Sole Proprietorship	☐ Partnership	☐ C Corp	DBA or Tradename, If applicable	
	☐ Independent Contractor	☐ Eligible Self-Employed Individual	☐ S Corp		
	☐ LLC	☐ Other			City of St. Helena Business License
Business Legal Name			Business TIN (EIN, SSN) No.:		Phone #
Business Address			Name of Primary Contact		Contact's Email Address
Number of Full-Time Equivalent (FTE) Employees (as of March 1, 2020):			How do I calculate a Full-Time Equivalent #? Divide the hours worked by an employee by the hours in a workweek. If you assume a 40 hour workweek, and an employee works 15 hours, then that is 15/40 or 0.375 FTE.		
Purpose of the Loan (you may select more than one):					
☐ Payroll & Benefits			☐ Lease/Mortgage		
☐ Utilities			☐ Other (explain) _____		
Applicant Ownership Please list all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.					
Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address	

Please refer to the *St. Helena Small Business Sustainability (SBS) Information & Guidelines* for additional details.

Loan Amount. The St. Helena SBS Loan program will offer loans of between \$5,000 (applicants with 5 FTE or less) and up to \$20,000 (applicants with FTE of 6 to 25). Awarded loan amounts may depend on the number of applications received and the total loan amounts requested. I am seeking a loan in the amount of \$_____.

For applicants with 5 FTE or less, would you be interested in a larger loan amount? No ___ Yes ___ If Yes, I would seek a total of \$_____ (up to the maximum of \$20,000).

Loan Term/Repayment. Installment or lump sum payments of the St. Helena SBS Loans are due starting May 1, 2021. The balance outstanding as of May 1, 2021 will be repaid over three (3) to five (5) years, depending on the size of the loan. A loan up to and including \$5,000 will have a repayment period of three (3) years. A loan between \$5,000 and up to \$20,000 will have a repayment period of five (5) years. These are zero-interest loans for payments during the repayment period. For loan balances that are not paid in full by the end of the repayment period, interest will be charged at a rate no lower than 5% APR. Loan recipients will be required to make monthly loan payments in equal monthly installments to ensure the loan is paid in full by the end of the repayment period. The Finance Department of the City of St. Helena (COSH) will administer your loan once granted.

Certifications and Authorizations: Each owner with 20% or more ownership, as noted above, must certify in good faith to all of the below by initialing next to each one. By initialing, I certify that:

____ I have read the statements included in this form, together with the document titled *St. Helena Small Business Sustainability (SBS) Loan Program Information & Guidelines*, and I understand them.

- ___ My business is located within the St. Helena, CA city limits, and has a “brick and mortar” presence here.
- ___ My business has been in business in St. Helena, CA since at least March 1, 2020.
- ___ My business has been adversely impacted because of the COVID-19 crisis and related public health orders.
- ___ I will be using the SBS Loan funds for my business’ personnel costs (wages, benefits), lease or mortgage payment utilities, or materials and supplies to help improve my business’ ability to re-open with distancing orders.
- ___ I have attempted in good faith to apply for a Paycheck Protection Program (PPP) loan from the Small Business Administration (SBA) and did not receive a PPP Loan.

As related to the above certification on your PPP loan application, please elaborate on the below, as applicable:

- OR - Please explain why you did not apply for a PPP loan: _____
- OR - I applied for a PPP loan but do not know if I will receive a loan. The amount I applied for is \$ _____
- OR - I applied for and have secured funds for a PPP loan in the amount of \$ _____

Please note, if you have secured funds for and/or have received a PPP Loan, you may still apply for this SBS Loan, but preference may be given to those applicants who, despite a good faith effort, were unable to get a PPP Loan.

- ___ I acknowledge that the SBS Loan funding source is limited, and that I may not receive the loan amount I have requested or any loan amount at all if the program is oversubscribed.
- ___ I am not (and nor have any individuals owning 20% or more of the equity in my business been) subject to an indictment, criminal inforamtion, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole.
- ___ Within the last 5 years, for any felony, I have not, nor has any owner of my business: 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment).
- ___ I am eligible to receive a loan under the rules in effect at the time this application is submitted and as stated on this application.

Documentation Necessary for a Complete Application. Please submit the following documentation along with your signed application (see additional instructions at the bottom of this application):

- ___ Form W-9 from the IRS (showing your Taxpayer ID number and business tax classification);
- ___ A payroll register, or similar documentation, including the number of employees and hours each employee worked to verify the number of FTE employees your business had as of March 1, 2020. Please do not show any social security numbers (SSNs) on this documentation.
- ___ Most recent month end, year-to-date Balance Sheet; and
- ___ Most recent Profit and Loss Statement; and
- ___ Tax Returns (for the previous 2 years); and
- ___ Most Recent Credit Reports.

If selected and awarded an SBS Loan:

- You may be required to provide additional documentation; and
- To provide transparency for the loan review and approval process, the COSH will be posting the names of the businesses that received a loan and the loan amount on its website.

By Signing Below, You Make the Following Representations:

I certify that:

- I have read the statements included in this form and in the Information & Guidelines, and I understand them.
- I am not engaged in any activity that is illegal under federal, state or local law.
- I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects.

Name of Applicant (Print Name)

Signature of Applicant

Title of Applicant

Date Signed

Please submit the application form and the supporting documentation via email to: mkellogg@cityofsthelena.org as soon as possible. Alternatively, you can drop off your application packet in an envelope (please write "SBS Loan Application" on the envelope) at St. Helena City Hall, 1572 Railroad Avenue, St. Helena CA in the Utility Billing drop-box just to the left of the front door at the City Hall building. **To be considered in the 1st Review of loan applications, your completed materials must be in by 5:00 p.m. on Thursday, June 18, 2020. Additionally, you must receive a confirmation email from the City of St. Helena in order for your application to be considered received. If you have not received a confirmation, it is your responsibility to reach out to the City utilizing the contact information in this document.** Please know that the City's intent is to consider loans to as many businesses as possible who provided a complete packet before the 1st Review period. If funds remain after the 1st Review period, the **2nd Review** period shall be those applications received after the close of the 1st Review period but by **5:00 p.m. on Thursday, June 25, 2020.**

Contact the City of St. Helena at mkellogg@cityofsthelena.org with any questions, or call 707-312-1260. **Please leave a message if we miss you and we will return your call promptly.**

Funding for the St. Helena Small Business Sustainability Loan Program was approved by the St. Helena City Council on June 9, 2020. The purpose of the SBS Loan Program is to help St. Helena-based businesses survive the economic downturn caused by COVID-19 and the related Shelter-in-Place orders.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA APPROVING AN UPDATE TO THE SMALL
BUSINESS SUSTAINABILITY LOAN PROGRAM FOR
SMALL BUSINESSES WHO HAVE SUFFERED LOSSES AS
A RESULT OF COVID-19 SHELTER-AT-HOME
RESTRICTIONS EXPANDING THE ELIGIBILITY TO
INCLUDE ORGANIZATIONS PROVIDING CRITICAL
SERVICES**

WHEREAS, the government at all levels has taken action to protect public health and limit the spread of COVID-19 in the United States; and

WHEREAS, the City of St. Helena, declared a local emergency, the County of Napa declared a local and a public health emergency, the Governor of the State of California has declared a state of emergency, and the President of the United States has declared a national emergency; and

WHEREAS, the County of Napa's Health Officer issued a shelter at home order on March 18, 2020, and the Governor issued a stay at home order on March 19, 2020; and

WHEREAS, the financial hardships experienced by St. Helena businesses due to the mandatory shut down is unprecedented; and

WHEREAS, the City Council further finds that providing a Small Business Sustainability Loan Program can help small businesses during this economic hardship by providing funds to reopen and promote the local economy; and

WHEREAS, on June 9, 2020, the City Council adopted via Resolution 2020-60 a Small Business Sustainability Loan Program for small businesses who have suffered losses as a result of COVID-19 shelter-at-home orders and designated \$300,000 for this program; and

WHEREAS, as of August 11, 2020, \$140,000 of loans have been disbursed, leaving an available balance of \$160,000; and

WHEREAS, at the August 11, 2020 City Council meeting, City Council expressed an interest in expanding this program to include organization which provide critical services to the St. Helena community such as day care centers; and

WHEREAS, the City recognizes that as the impacts of COVID-19 continues, need in the community shifts and the City is adapting to the evolution of needs.

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

Section 1. The City Council hereby approves the August 25, 2020 revision of the Small Business Sustainability (SBS) Loan Program as attached; and

Section 2. All other terms set forth in Resolution 2020-60 remain in effect.

APPROVED at a regular meeting of the St. Helena City Council on August 25, 2020, by the following votes:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Council Member Chouteau: _____

Council Member Knudsen: _____

Council Member Koberstein: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



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

Agenda Section: NEW BUSINESS

Subject: Receive and file the Q4 FY 2019-20 financial report (unaudited).

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. This report is presented to provide an overview of the revenues and expenses 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.

Due to the uncertainty of COVID-19 and its effect on City finances, this report includes all transactions for FY 2019-20 which were posted through August 12, 2020.

Staff has prepared the following for City Council for the time period of July 1, 2019 through August 12, 2020:

1. Summary of transactions for the General Fund, Water Fund, and Wastewater Fund
2. Summary of St. Helena CARES Low Income Subsidy and Water Leak Adjustments for FY 2019-20
3. List of checks over \$50,000 for FY 2019-20 Q4 (Attachment 1)
4. Balance of all Funds (Attachment 2)

5. Revenues and Expense Summaries - General, Water, and Wastewater Funds
(Attachments 3-8)

DISCUSSION

Information presented below reflects transactions posted through August 12, 2020 for FY 2019-20. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8. It is important to note that the financial effects of the COVID-19 pandemic with regards to revenues is not fully known at this time as sales tax revenues for June will not be known until late August.

Although FY 2019-20 ended June 30, 2020, invoice payments, revenues, and journal entries will continue to be posted to all funds for approximately two months. The information in the report reflects all FY 2019-20 transactions posted through August 12, 2020.

GENERAL FUND

General Fund Revenues - 8/12/2020

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

Property Tax, Sales Tax, and Transient Occupancy Tax are the primary source of General Fund revenues and typically account for 89% of the total General Fund revenues.

General Fund revenue received from July 1, 2019 through August 12, 2020 for Fiscal Year (FY) 2019-20 is \$13,040,738. It is estimated an additional \$878,285 will be received for FY 2019-20 bringing the estimated total FY 2019-20 revenues to \$13,919,023 which is 89% of the Adjusted Budget of \$15,623,423. It is important to note the Adjusted Budget is based off of the Mid-Year budget report which preceded COVID-19. The revised estimated revenue presented in April 2020 for FY 2019-20 was \$13,062,528. In comparing the COVID-19 projected budget of \$13,040,738 with the revised estimate of \$13,919,023 it is anticipated the City will receive \$856,495 more revenues than originally projected in April 2020. However, the estimated revenues are still below the Adjusted Budget by \$1.7 million.

Because the COVID-19 pandemic is unprecedented in many ways, it made financial forecasting difficult. Beginning in March 2020, when the Shelter-at-Home orders were

put into place, the City saw a decline in Sales Tax and TOT revenues; however, the City was provided with some boost in revenues when re-opening began in mid-June. Table 1 and Table 2 provide a summary of Sales Tax and Measure D Use Tax by showing the Adopted Budget estimates for March-June, the COVID-19 revised estimates which were presented in April 2020, and the actual and updated estimates. The estimate for June is based on information received from Avenue Insights and Analytics the the week of August 3, 2020. Table 3 provides a summary of all General Fund revenues. The higher then estimated sales tax accounts for \$526,762 of the \$856,495 in increased revenue from the April 2020 estimates. The remaining increase is primarily due to: (1) additional funding for Strike Teams - \$94,000, (2) higher building permit activity than anticipated in FY 2019-20 - \$65,884, (3) hotels opening in mid-June - \$65,384, and (4) civil penalties due to STR enforcement - \$47,250. At this time, the City does not have specific data on the type of sales which contributed to the April - June sales tax collected. It is anticipated this information will be available in September.

Table 1 - Sales Tax Adopted/COVID-19 Revised/March-May Actuals and June Estimates

Sales Tax	Adopted Budget Estimates	COVID-19 Revised Estimates	Actual & Updated Estimates
March (Actual)	286,915	179,322	148,986
April (Actual)	264,022	66,006	159,637
May (Actual)	308,661	76,415	291,900
June (Revised)	285,451	71,363	106,127

Table 2 - Measure D Adopted/COVID-19 Revised/March-May Actuals and June Estimates

Measure D	Adopted Budget Estimates	COVID-19 Revised Estimates	Actual & Updated Estimates
March (Actual)	101,990	63,744	72,522
April (Actual)	148,566	37,141	90,123
May (Actual)	168,236	42,059	156,537
June (Revised)	145,433	36,358	73,338

Table 3 - General Fund Revenue Summary

Revenue Category	Adopted July 1, 2019	Adjusted Budget Estimates 2/1/20	COVID-19 Revised Estimates 4/14/20	Actual & Updated Estimates 8/11/20
Property Tax	4,982,011	5,341,869	5,341,869	5,407,511
Sales Tax	5,098,455	5,098,455	3,678,455	4,316,014
TOT	3,350,823	3,380,887	2,280,887	2,482,055
Other Revenue	1,594,763	1,802,212	1,761,317	1,713,443
TOTAL	15,026,052	15,623,423	13,062,528	13,919,023

General Fund Expenses - 8/12/2020

General Fund expenses for FY 2019-20 for transactions posted through August 12, 2020 are \$13,934,533. Spending is at 89% of the adopted amount for the year. Attachment 4 provides a summary of expenditures by Department through August 12, 2020 FY 2019-20.

As mentioned at the April 14, 2020 City Council meeting, immediate cost containment measure were put into place effective March 20, 2020 when the shelter-at-home orders were issued. Following the immediate cost containment measures, staff identified several other cost saving measures for the remainder of FY 2019-20. Combined, it is estimated overall expenses for FY 2019-20 would decrease by \$1,263,000. The estimated savings reduced the overall expenses for FY 2019-20 from \$16,289,026 to \$14,926,026. While invoices for FY 2019-20 are still being processed, it is estimated overall General Fund expenses will not exceed the estimated \$14,926,026. This amount includes \$80,773 in COVID-19 related supplies and services purchased FY 2019-20, overtime for staff as a response to COVID-19, change in shift structure for firefighter personnel to implement extra safety precautions due to COVID-19 (as noted in the over-budget amount for the Fire Department), and costs associated with non-essential staff assigned to working in the Emergency Operations Center (EOC). The City has confirmation it will receive approximately \$75,000 in relief in FY 2020-21 which will offset some of the additional costs related to COVID-19. Additionally, staff is working with and will seek reimbursement through FEMA and advocating for additional relief through the Health and Economic Recovery Omnibus Emergency Solutions (HEROS) Act which, as of August 12, 2020 is in the Senate for review.

Table 4 provides a summary of the updated estimated General Fund Unassigned Net Position. The overall net position has increased by \$856,965, or 5%, from the FY 2019-20 Q3 report.

Table 4 - General Fund Estimated Net Position 6/30/2020 (unaudited)

Ending Fund Balance @ 6/30/2019		7,921,589	Net Position %
Estimated Revenue @ 6/30/2020	13,919,023		
Estimated Expenses @ 6/30/2020**	(14,413,113)		
Purchase Orders (including rollovers)***	(512,913)		
Estimated Unassigned Net Position		6,914,586	46%

**Total expenses include previously approved budget adjustments

***Rollover Purchase Orders from FY 2018-19 and FY 2019-20 are expenses that were budgeted and encumbered, but were not expended by June 30, 2020.

WATER FUND - 8/12/2020

Water Enterprise revenue received is \$6,576,677, or 100% of the estimated total revenues for FY 2019-20. Attachment 5 provides details for the revenues received. It is

important to note, Attachment 5 does not include the billing for May and June 2020 which was done in Mid-July. As part of the year-end process staff will prepare the journal entry to move funds to FY 2019-20. The additional revenue received for May and June is \$1,220,082.

Water expenses through August 12, 2020 are \$5,701,504 for FY 2019-20. Overall Water Fund spending is at 86% for the Fiscal Year and is on target and an additional \$900,000 of invoices are expected to be processed for FY 2019-20. The high amount for the Attorney is due to litigation expenses. Attachment 6 provides a summary of spending by department for FY 2019-20 through August 12, 2020 for the Water Fund.

Table 5 - Water Fund Estimated Net Position 6/30/2020 (unaudited)

Ending Fund Balance @ 6/30/2019		3,628,848	Net Position %
Estimated Revenue @ 6/30/2020	6,576,677		
Estimated Expenses @ 6/30/2020**	(6,618,001)		
Purchase Orders (including rollovers)***	(110,968)		
Estimated Unassigned Net Position		3,476,556	52%

**Total expenses include previously approved budget adjustments

***Rollover Purchase Orders from FY 2018-19 and FY 2019-20 are expenses that were budgeted and encumbered, but were not expended by June 30, 2020.

WASTEWATER FUND - 8/12/2020

Wastewater Enterprise revenue received is \$3,274,079, or 98% of the estimated total revenues for FY 2019-20. Attachment 6 provides details for the revenues received. It is important to note, Attachment 6 does not include the billing for May and June 2020 which was done in Mid-July. As part of the year-end process staff will prepare the journal entry to move funds to FY 2019-20. The additional revenue received for May and June is \$573,010.

Wastewater expenses through August 12, 2020 are \$2,994,576 for FY 2019-20. Overall Water Fund spending is at 86% for the Fiscal Year and is on target and an additional \$500,000 of invoices are expected to be processed for FY 2019-20. Attachment 8 provides a summary of spending by department for FY 2019-20 through August 12, 2020 for the Wastewater Fund.

Table 6 - Wastewater Fund Estimated Net Position 6/30/2020 (unaudited)

Ending Fund Balance @ 6/30/2019		2,760,563*	Net Position %
Estimated Revenue @ 6/30/2020	3,274,079		
Estimated Expenses @ 6/30/2020**	(3,471,389)		
Purchase Orders (including rollovers)***	(121,494)		

Estimated Unassigned Net Position		2,524,282*	70%
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* Balance includes \$1.15 million settlement not yet transferred to the CIP fund. Once transfer is complete the estimated net position is 38%

**Total expenses include previously approved budget adjustments

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 99 participants. The subsidy for FY 2019-20 from May 1 - June 30, 2020 is \$15,456 for a total FY 2019-20 subsidy of \$48,851. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2019-20 budget. Since the start of COVID-19, there have been one additional CARES participant.

Leak Adjustment Subsidy

The leak subsidy for FY 2019-20 from May 1 - June 30, 2020 is \$1,020.90 for a combined excess of 157 units of water. There were 3 broken irrigation valves, 1 broken irrigation pipe, 2 broken pipes, and 1 unknown cause. The total amount of leak adjustments for FY 2019-20 is \$6,040.43. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2019-20 budget.

FISCAL IMPACT

There is no fiscal impact to receive and file the report.

RECOMMENDED ACTION

Receive and file the Q4 FY 2019-20 unaudited financial report.

ATTACHMENTS

[Attachment 1 - Checks over \\$50,000](#)

[Attachment 2 - Fund Balance Estimates at 06.30.20](#)

[Attachment 3 - General Fund Revenue Historical by Type Q4 update](#)

[Attachment 4 - Quarterly Report GF Expenses](#)

[Attachment 5 - Quarterly Report Water Revenues](#)

[Attachment 6 - Quarterly Budget Water Expenditures](#)

[Attachment 7 - Quarterly Report WW Revenues](#)

[Attachment 8 - Quarterly Budget Report WW Expenditu](#)

Accounts Payable

Checks by Date - Summary by Check Date

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
108672	NAP05	Westamerica Bank	04/01/2020	74,591.01
Total for 4/1/2020:				74,591.01
108829	WESTAMER	Westamerica Bank	04/16/2020	71,191.77
Total for 4/16/2020:				71,191.77
108912	NAP05	Westamerica Bank	04/29/2020	77,807.49
108915	NAP05	Westamerica Bank	04/29/2020	84,404.26
Total for 4/29/2020:				162,211.75
108922	KAISER	Kaiser Foundation Health Plan, Inc.	04/30/2020	53,186.74
108926	REMIF	REMIF	04/30/2020	65,562.04
Total for 4/30/2020:				118,748.78
108939	NAP06	NAPA, CITY OF	05/05/2020	164,824.40
Total for 5/5/2020:				164,824.40
108953	EWKI	EKI Environment & Water Inc.	05/14/2020	165,290.71
Total for 5/14/2020:				165,290.71
108975	NAP06	NAPA, CITY OF	05/20/2020	134,626.70
Total for 5/20/2020:				134,626.70
109037	CALWATER	California Regional Water Quality Control	05/22/2020	57,000.00
109074	BBKLAW	Best Best & Krieger, Attorneys at Law	05/22/2020	50,763.11
Total for 5/22/2020:				107,763.11
109089	NAP05	Westamerica Bank	05/27/2020	75,378.19
109095	NAP05	Westamerica Bank	05/27/2020	74,290.01
Total for 5/27/2020:				149,668.20
109117	EWKI	EKI Environment & Water Inc.	06/02/2020	148,266.82
Total for 6/2/2020:				148,266.82
109180	NAP05	Westamerica Bank	06/10/2020	84,321.07

Check No	Vendor No	Vendor Name	Check Date	Check Amount
109186	KAISER	Kaiser Foundation Health Plan, Inc.	06/10/2020	55,178.50
Total for 6/10/2020:				139,499.57
109188	REMIF	REMIF	06/15/2020	87,637.25
109194	REMIF	REMIF	06/15/2020	67,289.48
Total for 6/15/2020:				154,926.73
109293	NAP05	Westamerica Bank	06/25/2020	82,001.08
109294	PUB01	Public Emp Retirement System	06/25/2020	50,204.06
Total for 6/25/2020:				132,205.14
Report Total (20 checks):				1,723,814.69

Fund	Description	Estimated Balance at 06/30/2020	Estimated Balance Without Long-term Receivables at 06/30/2020
101	General Fund	6,914,586	6,462,050
209	HOME Grant	407,800	21,454
211	EPA Grant	-	-
212	Dept. of Homeland Security	-	-
213	GVS Grant	-	-
216	Public Safety Impact	518,508	457,175
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)	156,798	156,798
225	Gas Tax 215	31,307	31,307
226	Gas Tax 216	19,428	19,428
227	Gas Tax 2107	74,788	74,788
228	Gas Tax 21075	11,976	11,976
229	Gas Tax 2103	59,766	59,766
230	RMRA	99,558	99,558
235	Measure A	103,564	103,564
237	Emergency Flood Relief	171,292	171,292
238	Police Training Development	24,413	24,413
240	Measure T	1,618,515	1,618,515
241	Measure T - Class I Trails	166,545	166,545
277	Prop 56	30,773	-
278	BSCC Grant	2,544	2,544
279	Asset Forfeiture	57,344	57,344
283	Tree City	111,000	111,000
286	Bocce	51,256	51,256
287	Harvest Festival	1,873	1,873
288	Fourth of July	(476)	(476)
289	Recreation Program	56,000	56,000
291	SB-1186 State Fees	14,860	14,860
295	NOAA	2,663	2,663
329	Stabo Land Conservation	36,674	36,674
375	Murray Public Safety	14,187	14,187
380	Friends and Foundation	6,513	6,513
381	Ryan Trust	12,829	12,829
382	Martin Trust	23,437	23,437
384	Tweed Library	671,672	671,672
420	1996 GO Bonds	12,360	12,360
443	South St. Helena Drainage	29,595	29,595
561	Water Enterprise	3,476,556	3,476,556
562	1977 Water Bond	60,230	60,230
571	Wastewater Enterprise	2,524,282	2,524,282

Fund	Description	Estimated Balance at 06/30/2020	Estimated Balance Without Long-term Receivables at 06/30/2020
572	Wastewater Bond	25,418	25,418
581	IS Retiree Health	136,678	136,678
582	IS Garage	(26,283)	(26,283)
592	Equipment Replacement	225,965	225,965
593	Fire Dept. Capital Equipment	225,211	225,211
700	Flood Control Capital	165,615	165,615
713	Civic Improvement Impact	712,885	712,885
733	City-wide Capital Project	1,079,830	1,079,830
734	Park Impact	1,377,096	1,377,096
740	Traffic Mitigation Impact	2,699,458	2,699,458
741	Street Capital Improvement	(169,408)	(169,408)
742	Drainage Impact	785,396	785,396
743	TDA Grant	-	-
745	Parking In-Lieu	573,978	573,978
751	Affordable Housing	494,360	494,360
752	Measure E	162,755	162,755
763	Water Capital Project	2,663,655	2,663,655
764	Water Impact	348,547	348,547
773	Wastewater Capital Project	1,727,613	1,727,613
774	Wastewater Impact	646,405	487,030

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.

GF Revenue Update

Account	Description	Actual 2019	Adopted 2020	Adjusted 2020	COVID-19 Revised Estimated 2020	Collected Through 8/11/2020 2020	Additional Amount Est. to Collect FY 2019-20	Estimated Totals FY 2019-20	Based on Est. and Adjusted Estimated % FY 2019-20
Property Taxes									
101-30-10-00-00	Property Tax-Secured	3,940,490	4,020,903	4,070,903	4,070,903	4,109,646	-	4,109,646	
101-30-11-00-00	ERAF Shift to State	342,386	-	309,857	309,857	309,857	-	309,857	
101-30-20-00-00	Property Tax-Unsecured	125,292	131,237	131,237	131,237	127,427	-	127,427	
101-30-30-00-00	Prior Year Property Tax	1,035	600	600	600	964	-	964	
101-30-90-00-00	Real Property Transfer Tax	83,805	120,611	120,611	120,611	67,964	-	67,964	
101-32-05-00-00	In Lieu VLF	726,626	691,604	691,604	691,604	776,392	-	776,392	
101-32-20-00-00	Homeowner Property Tax	15,555	17,057	17,057	17,057	15,260	-	15,260	
Property Taxes		5,235,189	4,982,011	5,341,869	5,341,869	5,407,511		5,407,511	101%
Sales Tax									
101-30-40-00-00	Retail Sales/Use Tax	3,159,579	3,220,900	3,220,900	2,307,185	2,279,308	398,027	2,677,335	
101-30-42-00-00	Public Safety Sales Tax	61,687	59,655	59,655	59,655	62,594	-	62,594	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	1,743,519	1,817,900	1,817,900	1,311,615	1,346,210	229,875	1,576,085	
Sales Tax		4,964,784	5,098,455	5,098,455	3,678,455	3,688,112		4,316,014	85%
Transient Occupancy Taxes									
101-30-41-00-00	Sales Tax Increment Res 91-18	0	-	-	-	-	-	-	
101-30-50-00-00	Transient Occupancy Tax	3,296,741	3,341,964	3,362,928	2,269,857	2,405,604	65,384	2,470,988	
101-30-51-00-00	Transient Tax Penalty	64,084	8,859	17,959	11,030	11,067	-	11,067	
Transient Occupancy Taxes		3,360,825	3,350,823	3,380,887	2,280,887	2,416,671		2,482,055	73%
Other Taxes									
101-30-60-00-00	Franchise Tax	209,872	208,755	208,755	208,755	187,823	20,000	207,823	
Other Taxes		209,872	208,755	208,755	208,755	187,823		207,823	100%
Charges for Service									
101-30-61-00-00	Comcast PEG Access Fees	22,698	35,000	35,000	35,000	16,968	5,000	21,968	
101-30-75-00-00	Fire Inspection Fees	1,100	1,300	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	2,850	-	-	-	-	-	-	
101-33-10-00-00	Planning Fees	-	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	210	165	165	165	59	-	59	
101-33-50-00-00	Police Services	33,439	35,500	35,500	35,500	19,126	-	19,126	
101-33-51-00-00	Animal Control Services	-	-	-	-	-	-	-	
101-33-60-00-00	Administrative Fees	-	7,725	7,725	-	-	-	-	
101-33-70-00-00	Planning Fees	(53,936)	13,638	13,638	-	-	-	-	
101-33-80-00-00	Engineering Fees	1,800	2,500	2,500	2,500	675	-	675	
101-33-90-00-00	Street/Sidewalk/Curb Repair	-	-	-	-	-	-	-	
Charges for Service		8,161	95,828	95,828	73,165	36,828		41,828	44%
Fines and Forfeits									
101-31-40-00-00	Vehicle Code Fines	28,136	27,583	27,583	27,583	20,358	-	20,358	
101-31-50-00-00	Other Police Fines	36,260	28,280	28,279	28,279	24,621	-	24,621	
101-31-55-00-00	A/R Late Penalty	3,959	4,725	4,725	200	215	-	215	
101-33-63-00-00	Civil Penalties	149,264	30,000	45,450	92,700	92,700	-	92,700	
101-34-20-00-00	Library Fines & Fees	4,087	-	-	86	86	-	86	
Fines and Forfeits		221,705	90,588	106,037	148,848	137,979		137,979	130%
Licenses and Permits									
101-30-70-00-00	Application & Permit Fees	5,475	8,240	8,240	8,240	4,250	-	4,250	
101-30-80-00-00	Business License	156,715	154,896	154,896	154,896	155,017	-	155,017	
101-30-81-00-00	Business License Penalty	1,555	1,332	1,332	1,332	798	-	798	
101-31-20-00-00	Building Permits	482,404	486,160	486,160	486,160	552,044	-	552,044	
101-33-15-00-00	Short Term Rental Permit	15,750	27,500	27,500	27,500	31,500	-	31,500	
101-33-74-00-00	Planning App & Permit Fees	180,329	213,483	213,483	88,000	85,429	-	85,429	
101-33-84-00-00	Public Works App & Permit Fees	39,300	37,132	37,132	37,132	41,175	-	41,175	
101-33-86-00-00	Well Permit Fee	2,600	1,300	1,300	2,600	2,600	-	2,600	
Licenses and Permits		884,127	930,043	930,043	805,860	872,813		872,813	94%
Development Fees									
101-33-81-00-00	Public Works Land & Dev Fees	25,600	28,000	28,000	16,160	19,360	-	19,360	
Development Fees		25,600	28,000	28,000	16,160	19,360		19,360	69%
Intergovernmental									
101-32-10-00-00	Motor Vehicle In-Lieu	2,937	3,039	3,039	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	48,855	-	48,855	
101-32-80-00-00	Emergency Relief	269,490	-	27,000	120,930	120,930	-	120,930	
101-34-61-49-00	Contrib from Gov - Police	9,221	-	-	-	-	-	-	
101-34-71-00-00	Reimb State Mandated Costs	4,538	2,040	2,040	2,040	-	-	-	

GF Revenue Update

		Actual	Adopted	Adjusted	COVID-19 Revised Estimated	Collected Through 8/11/2020	Additional Amount Est. to Collect	Estimated Totals	Based on Est. and Adjusted Estimated %
Account	Description	2019	2020	2020	2020	2020	FY 2019-20	FY 2019-20	FY 2019-20
101-34-73-00-00	Other State Revenue	18	-			-		-	
101-34-75-00-00	Restitution	181,227	-	-	200	200		200	
101-36-80-00-00	Library Abatement	3,877	3,672	3,672	2,500	3,302		3,302	
101-38-00-80-00	Restitution Revenue	0	-			-		-	
101-38-70-00-00	Allocation from Other Agency	1,948	-			-		-	
Intergovernmental		522,112	57,606	84,606	177,564	173,287		173,287	205%
Interest and Rents									
101-31-70-00-00	Investment Earnings	262,296	28,000	28,000	28,000	(45,831)		(45,831)	
101-34-76-00-00	Cash Overage/Shortage	22	-	-	61	61		61	
101-31-75-00-00	Interest Income	(93)	-			-		-	
101-36-10-00-00	Rental Income	153,805	67,000	67,000	71,843	89,101		89,101	
101-36-12-00-00	Rec Programs Facility Rental	865				-		-	
101-36-11-00-00	Tennis Court Rentals	1,225	1,425	1,425	750	750		750	
Interest and Rents		418,120	96,425	96,425	100,654	44,081		44,081	46%
Miscellaneous									
101-33-20-00-00	Legal Cost Recovery	32,726	25,000	25,000	-	-		-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-			-		-	
101-33-40-00-00	Other Filing/Certification Fee	-	165	165	165	200		200	
101-33-85-00-00	Public Wks Violation/Repair Fe	20	-			-		-	
101-34-21-00-00	TRB Library Revenue	5,475	-			-		-	
101-34-22-00-00	Library Copies	2,946	3,030	3,030	1,585	1,585		1,585	
101-34-23-00-00	Library Lost Material	617	404	404	500	500		500	
101-34-24-00-00	Library Room Rental	305	354	354	150	150		150	
101-34-31-00-00	Donations	0	-		300	300		300	
101-34-51-00-00	Sale of Capital Assets	1,155	-			-		-	
101-34-60-00-00	Contributions from non-govt	0	-			-		-	
101-34-61-00-00	Contributions from Government	0	-	160,000	160,000	-	160,000	160,000	
101-34-61-46-00	Contributions from Gov - Library	0	-		1,000	2,000		2,000	
101-34-68-00-00	TID Admin Fee	0	-					-	
101-34-70-00-00	Other Revenue	123,934	55,000	55,000	55,000	40,538		40,538	
101-34-70-22-47	Other Revenue - Jingle		-	5,000	5,000	4,389		4,389	
101-34-74-00-00	Insurance Refund	0	-	-	1,244	1,244		1,244	
101-39-98-00-00	Operating Transfers In	15,319	3,565	3,565	5,367	5,367		5,367	
Miscellaneous		182,495	87,518	252,518	230,310	56,273		216,273	86%
TOTALS		16,032,990	15,026,052	15,623,423	13,062,528	13,040,738		13,919,023	89%

General Ledger Quarterly Budget Report GF Expenses



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Period 01 - 13
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,843,105.00	65,972.12	2,682,172.25	2,130,770.86	485,429.27	18.10
Council	351,577.00	18,439.02	363,178.96	214,420.42	130,319.52	35.88
Administration	1,086,780.00	39,944.17	1,067,752.18	990,713.67	37,094.34	3.47
Finance	504,030.00	48,846.23	579,998.00	480,290.37	50,861.40	8.77
Attorney	441,000.00	0.00	282,000.00	241,597.27	40,402.73	14.33
PlanningBuilding	1,454,557.00	249,173.21	1,630,567.52	918,202.75	463,191.56	28.41
Library	1,031,603.00	14,229.03	1,031,603.00	956,843.83	60,530.14	5.87
Parks & Recreation	273,814.00	0.00	278,814.00	266,468.63	12,345.37	4.43
Fire	1,412,085.00	0.00	1,455,978.14	1,564,021.88	-108,043.74	-7.42
Police	3,379,393.00	0.00	3,374,978.58	2,970,011.81	404,966.77	12.00
Public Works	3,248,108.00	76,309.49	3,441,982.94	3,201,191.27	164,482.18	4.78
Grand Total	15,026,052.00	512,913.27	16,189,025.57	13,934,532.76	1,741,579.54	0.1076

General Ledger Quarterly Budget Report Water Revenues



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Period 01 - 13
Fiscal Year 2020

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise				
561-38-10-00-00	Water Revenue	-1,500.00	-1,500.00	-492.96	-1,007.04
561-38-10-00-01	Residential-Inside CL	-2,799,396.00	-2,799,396.00	-2,339,399.45	-459,996.55
561-38-10-00-50	Residential-Outside CL	-543,177.00	-543,177.00	-460,009.37	-83,167.63
561-38-10-01-00	Multi-Dwelling-Inside CL	-679,385.00	-679,385.00	-531,708.06	-147,676.94
561-38-10-01-50	Multi Dwelling-Outside CL	-13,262.00	-13,262.00	-17,050.98	3,788.98
561-38-10-10-00	General Commercial-Inside CL	-2,231,057.00	-2,231,057.00	-1,682,740.42	-548,316.58
561-38-10-17-00	Landscape Meter	-82,172.00	-82,172.00	-199,402.02	117,230.02
561-38-10-99-10	Fire Service-Inside CL	-26,010.00	-26,010.00	-19,048.50	-6,961.50
561-38-10-99-20	Fire Service-Outside CL	-31,981.00	-31,981.00	-9,893.81	-22,087.19
561-38-10-99-50	Finance Charges	-52,347.00	-52,347.00	-38,163.02	-14,183.98
10	City Clerk	-6,460,287.00	-6,460,287.00	-5,297,908.59	-1,162,378.41
561-38-40-00-00	Property Rentals	-8,400.00	-8,400.00	-8,400.00	0.00
40	Recreation Program	-8,400.00	-8,400.00	-8,400.00	0.00
561-38-60-00-00	Water Meter Install Fee	-5,500.00	-5,500.00	-4,875.20	-624.80
60	Water Meter Install Fee	-5,500.00	-5,500.00	-4,875.20	-624.80
561-31-70-00-00	Investment Earnings	-50,000.00	-50,000.00	-53,503.26	3,503.26
561-34-70-00-00	Other Revenue	-8,500.00	-8,500.00	-5,657.04	-2,842.96
561-38-70-00-00	CARE Subsidy	-22,700.00	-22,700.00	14,913.12	-37,613.12
70	CARE Subsidy	-81,200.00	-81,200.00	-44,247.18	-36,952.82
561-33-80-00-00	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
80	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit Fees	-1,000.00	-1,000.00	-1,164.26	164.26
83	Raw Water Permit Fees	-1,000.00	-1,000.00	-1,164.26	164.26
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00
Grand Total		-6,557,537.00	-6,557,537.00	-5,356,595.23	-1,200,941.77

General Ledger Quarterly Budget Report Water Expenditures



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Period 01 - 13
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,199,950.00	43,000.00	1,244,399.50	1,086,160.10	115,239.40	9.26
Council	18,488.00	0.00	18,488.00	15,901.86	2,586.14	13.99
Administration	253,230.00	8,805.29	252,040.97	219,160.68	24,075.00	9.55
Finance	356,295.00	7,416.06	376,659.39	330,095.07	39,148.26	10.39
Attorney	135,000.00	0.00	140,000.00	185,456.33	-45,456.33	-32.47
Public Works	4,594,574.00	51,746.31	4,691,525.10	3,864,729.61	775,049.18	16.52
Grand Total	6,557,537.00	110,967.66	6,723,112.96	5,701,503.65	910,641.65	0.1354

General Ledger Quarterly Budget Report WW Revenues



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Period 01 - 13
Fiscal Year 2020

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-18,000.00	-18,000.00	-25,132.66	7,132.66
31	SEWER ENTER. INVESTMENT EARNIN	-18,000.00	-18,000.00	-25,132.66	7,132.66
571-32-80-00-00	Emergency Relief	0.00	0.00	-23,558.14	23,558.14
32	Dept	0.00	0.00	-23,558.14	23,558.14
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	-12,650.01	3,050.01
571-34-80-00-00	Annexation Fees	-2,600.00	-2,600.00	-3,300.00	700.00
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-15,950.01	3,750.01
571-35-00-00-00	Residential	-1,511,200.00	-1,511,200.00	-1,195,599.97	-315,600.03
571-35-00-01-00	Multiple Dwelling	-271,049.00	-271,049.00	-205,404.66	-65,644.34
571-35-00-03-00	Laundromat	-12,698.00	-12,698.00	-10,722.36	-1,975.64
571-35-00-10-00	General Commercial	-1,148,641.00	-1,148,641.00	-958,564.51	-190,076.49
571-35-00-11-00	Restaurants	-115,161.00	-115,161.00	-90,124.62	-25,036.38
571-35-00-12-00	Service Station	-1,877.00	-1,877.00	-2,507.09	630.09
571-35-00-14-00	Motels-No Food Service	-123,353.00	-123,353.00	-95,395.19	-27,957.81
571-35-00-15-00	Supermarkets	-14,452.00	-14,452.00	-12,503.82	-1,948.18
571-35-00-18-00	Mixed Retial-Plus Food Service	-24,975.00	-24,975.00	-13,702.56	-11,272.44
571-35-00-20-00	Industrial	-25,738.00	-25,738.00	-16,258.15	-9,479.85
571-35-00-30-00	Libraries & Schools	-32,453.00	-32,453.00	-29,828.38	-2,624.62
571-35-00-60-60	Car Wash	-1,650.00	-1,650.00	-1,668.99	18.99
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,283,247.00	-3,283,247.00	-2,632,280.30	-650,966.70
571-38-10-99-50	Finance Charges	-21,754.00	-21,754.00	-13,444.20	-8,309.80
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	-1,300.00	0.00
571-38-70-00-00	CARE Subsidy	-20,100.00	-20,100.00	10,596.32	-30,696.32
38	Dept	-43,154.00	-43,154.00	-4,147.88	-39,006.12
571	Sewer Enterprise	-3,356,601.00	-3,356,601.00	-2,701,068.99	-655,532.01
Grand Total		-3,356,601.00	-3,356,601.00	-2,701,068.99	-655,532.01

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<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>YTD Received</u>	<u>Uncollected</u>
		<u> </u>	<u> </u>	<u> </u>	<u> </u>
		<u> </u>	<u> </u>	<u> </u>	<u> </u>

General Ledger Quarterly Budget Report Wastewater Expenditures



User: AprilM
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Period 01 - 13
Fiscal Year 2020

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	488,048.00	43,000.00	531,797.50	446,413.79	42,383.71	7.97
Council	18,488.00	0.00	18,488.00	15,901.86	2,586.14	13.99
Administration	193,507.00	6,785.78	193,165.33	163,741.02	22,638.53	11.72
Finance	267,511.00	6,756.02	285,258.62	243,145.43	35,357.17	12.39
Attorney	35,000.00	0.00	35,000.00	14,608.33	20,391.67	58.26
Public Works	2,354,047.00	64,952.28	2,565,313.30	2,110,765.14	389,595.88	15.19
Grand Total	3,356,601.00	121,494.08	3,629,022.75	2,994,575.57	512,953.10	0.1413