**AMENDED 6-4-21
City of St. Helena
Regular City Council Meeting
Tuesday, June 8, 2021 @ 6:00 PM
Published: Thursday, June 3, 2021 6:43 PM

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.

In 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@cityofsthelena.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.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage that is not corrected within 10 minutes, the meeting will automatically be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled evening meeting of the City Council. Any other items on the agenda that the Council has not taken action on will be placed on a future agenda.
Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions. Spanish translation for this meeting will be offered. To access Spanish translation, you will need to join the meeting using the Zoom app from a computer, iPad or Iphone. You will see an icon on the screen that will allow you to choose Spanish translation. To learn how to use Zoom, please see the instructions below.

Please click the link below to join the meeting:
https://us02web.zoom.us/j/81148858436
Or One tap mobile :
US: +16699006833,,81148858436# or +12532158782,,81148858436#
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 +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592
Meeting ID: 811 4885 8436
International numbers available: https://us02web.zoom.us/u/kd91aJbMW1

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Ciudad de Santa Helena Reunión Especial del Ayuntamiento 8 de junio de 2021 @ 6:00 PM **De acuerdo con las órdenes ejecutivas N-29-20, y la orientación del Departamento de Salud Pública de California sobre reuniones, se permite la participación pública virtual. Seguiremos la Orden de la siguiente manera: Los miembros del público no pueden asistir físicamente a las reuniones. La reunión del Ayuntamiento de la Ciudad se transmitirá en vivo por el Canal 28 de Comcast y en el sitio web de la Ciudad, salvo dificultades técnicas. Aquellos miembros del público que deseen participar deben hacerlo de forma virtual a través de las reuniones electrónicas de Zoom de las siguientes maneras; iniciando sesión en el enlace Zoom ubicado en la agenda de la reunión (descargue la aplicación en su computadora o dispositivo móvil) e ingrese la ID de la reunión o llamando al número ubicado en la agenda e ingrese la ID de la reunión. Se aceptarán comentarios públicos para la reunión del Ayuntamiento por correo electrónico a** publiccomment@cityofsthelena.org**. Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al díasiguiente.**

En el evento que el Ayuntamiento pierda la energía eléctrica o sufra un corte de conexión de internet que no pueda ser corregido en 10 minutos, la reunión se terminará automáticamente. Todos los artículos notificados como audiencias públicas continuarán a la próxima reunión regular programada del Concejo Municipal. Cualquier otro tema en la agenda sobre el que el Consejo no haya tomado acción se incluirá en una futura agenda.

Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓNPÚBLICA. Se ofrecerá traducción al español para esta reunión. Para acceder a la traducción al español, deberá unirse a la reunión utilizando la aplicación Zoom desde una computadora, iPad o Iphone. Verá un icono en la pantalla que le permitirá elegir la traducción al español. Para aprender a utilizar Zoom, consulte las instrucciones a continuación.

TENGA EN CUENTA: Cualquier persona que desee hablar sobre un tema en la agenda o hacer un comentario en la sección de "comentario público" de la agenda puede hacerlo, pero por favor observe el límite de tiempo de cuarto minutos.

Habrá traducción en español durante la junta

Haga clic en el enlace a continuación para participar en la reunión:

https://us02web.zoom.us/j/81148858436

O por iPhone one-tap:

US: +16699006833,,81148858436# or +12532158782,,81148858436#

O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicaciónactual):

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

ID de la Reunión: ID: 811 4885 8436

International numbers available: https://us02web.zoom.us/u/kd91aJbMW1

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
   Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy
4. ADOPTION OF THE AGENDA
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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. 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.

6.1. Public comment 15

Public Comment.Tom Belt

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Proclamation recognizing out going St. Helena Library Board Member Susan Swan 17

Proclamation

8. STAFF BRIEFING

8.1. None

9. 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)

9.1. Consideration and proposed approval of Regular Meeting Minutes of May 25, 2021 19 - 29

05-25-21 Regular City Council - Minutes

9.2. Consideration and Proposed Approval of a Resolution Authorizing the Amendment #2 to Professional Services Agreement STH Contract: FY 2021-024 with Raftelis Financial Consultants, Inc. for Development of Water Emergency Policies, Including Penalties, During Declared Water Shortage Emergencies for an Additional $10,000 for a total amount not-to-exceed $35,000 and Authorize the City Manager to Execute the Amendment 31 - 62

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

9.3. Consideration and Proposed Approval of: (1) a Resolution authorizing an Amendment and Novation Agreement Between Municipal Resource Consultants and MuniServices, LLC and Authorizing the City Manger to Execute this agreement; and (2) a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records and Rescinding Resolution No. 2017-4. 63 - 105

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends the City Council adopt the two attached resolutions.
Staff Report - Pdf

9.4. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2021-046 in the amount of $50,000 with Interwest for a total contract amount not to exceed $90,000 for contract planning services. 107 - 132

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Staff recommends City Council adopt the attached resolution.
Staff Report - Pdf

9.5. Consideration and proposed approval of a resolution authorizing an three year agreement with the California Department of Forestry and Fire Protection/Cal Fire for Fire/Emergency Dispatch Services in an amount not-to-exceed $233,956. 133 - 158

CEQA Determination: Not a CEQA project
Prepared By: John Sorensen, Fire Chief
Recommendation:
Approve the Agreement with the California Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2021 through June 30, 2024 for a three-year amount not-to-exceed $233,956.
Staff Report - FD CAL Fire Dispatch Agreement 2021-24 - Pdf

9.6. Consideration and Proposed Approval of a Resolution Adopting the Five-Year Capital Improvement Program for Fiscal Years 2021-22 to 2025-26. 159 - 220

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council approve the attached Resolution adopting the Five-Year Capital Improvement Program for Fiscal Years 2021-22 to 2025-26.
Staff Report - Pdf
Public Comment.Tom Belt 9.6

9.7. Consideration and proposed adoption of a Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, 221 - 233

Concerts in the Park, at Lyman Park on July 8, 15, 22, 29, 2021, between the hours of 6:00 pm and 8:00 pm.

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on July 8, 15, 22, 29, 2021, between the hours of 6:00 pm and 8:00 pm. This event request includes a wine vendors as well.

Staff Report - Pdf

9.8. *NEW ITEM 6-4-21 235 - 245

Consideration of a Resolution authorizing: (1) the City Manager to execute Amendment No. 1 to Professional Services Agreement with Noll & Tam Architects in the amount of $117,622 to STH contract No: FY 2021-071 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed $158,997; and (2) authorizing use of General Fund net position in an amount not-to-exceed $117,622

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Adopt Resolution authorizing: (1) the City Manager to execute Amendment No. 1 to Professional Services Agreement with Noll & Tam Architects in the amount of $117,622 to STH contract No: FY 2021-071 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed $158,997; and (2) authorizing use of General Fund net position in an amount not-to-exceed $117,622.

Staff Report - Pdf

9.9. Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Mark Rincon-Ibarra and Ratifying the City Manager's Appointment to serve as the Public Works Director/City Engineer; and in accordance with California Code Section 54953(c)(3) the recommended final action for Public Works Director/City Engineer beginning June 30, 2021 provides for an annual base salary of $184,505 with the following benefits, use of City vehicle, Deferred Compensation City match of up to $200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a New Member (PEPRA) formula of 2% at 62, final compensation based on highest average during a 36 consecutive months period. 247 - 257

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
It is recommended the City Council adopt the attached resolution approving the Employment Agreement with Mark Rincón-Ibarra ratifying the City Manager's Public Works Director/City Engineer appointment.

Staff Report - Pdf

10. PUBLIC HEARINGS

10.1. None

11. OLD BUSINESS

11.1. Fiscal Year 2021-22 Draft General Fund Budget Update 259 - 264

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Discussion and direction regarding FY 2021-22 draft General Fund budget priorities for presentation and adoption at the June 22, 2021 City Council meeting.
Staff Report - Pdf

11.2. Presentation of the FY 2021-22 Long Range Financial Forecast and California Municipal Financial Health Diagnostic 265 - 304

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Receive and file.
Staff Report - Pdf

12. NEW BUSINESS

12.1. Discussion and Direction Regarding Financing and Revenue Options to Address City of St. Helena Infrastructure Deficiencies 305 - 349

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Provide direction to the City Manager.
Staff Report - Pdf
Public Comment.Oliver Caldwell
Public Comment. Nancy Dervin

12.2. Mayor and City Council Members Review of Outside and Internal Ad Hoc Assignments 351 - 353

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Discuss and provide direction to the City Manager.
Staff Report - Pdf

12.3. June 7, 2022 Gubernatorial Primary Election and November 8, 2022 Gubernatorial General Election Calendar Discussion 355 - 356

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

Recommendation:
Receive and file.

Staff Report - Pdf

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

13.1.

June City Council Meetings: 6/22 (Staff reports due 6/4)
Presentation
6/22 Andrea Clark – Annual Housing Services Report
STAFF BRIEFING:
CONSENT:
6/22 Clean up for muni services
6/22 Consideration of resolution approving temporary closure of Oak Avenue, Adams Street, and Tainter Street for the October 16, 2021, Hometown Harvest Festival festivities and authorizing possession of open alcoholic beverages on those public streets
PH or OLD / NEW BUSINESS:
OB 6/22 Budget adoption
6/22 OB Update Presentation on the Vine Trail alignment through St. Helena – John Wanger
6/22 Rosebud Lane agreement
6/22 Council meeting in person or hybrid discussion
6/22 Streetscape discussion

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 22, 2021, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on June 3, 2021. Reposted June 4, 2021

Cindy Tzafopoulos

Cindy Tzafopoulos, 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.

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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere la Sección 202 de la Ley de Estadounidenses con Discapacidades, permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión.

LA CIUDAD DE ST. HELENA ALIENTA LA PARTICIPACIÓN PÚBLICA EN LÍNEA EN REUNIONES VIRTUALES DEL CONSEJO DE LA CIUDAD

St. Helena, CA– La Ciudad de St. Helena está comprometida con la participación pública en el gobierno de la Ciudad de manera que sea consistente con la guía proporcionada por el Oficial de Salud Pública del Condado de Napa y la Orden Ejecutiva N-25-20 del Gobernador Newsom. Estas pautas se relacionan con el distanciamiento social y están destinadas a proteger a todos al limitar la propagación de COVID-19 en nuestra comunidad. En cumplimiento de estas pautas, el Ayuntamiento de St. Helena organizará una Reunión del Consejo Virtual sobre Zoom; Una herramienta de teleconferencia gratuita que permite a los usuarios mirar y / o llamar a la reunión desde sus computadoras o teléfonos. Esta reunión estará abierta al público y permite comentarios públicos en vivo. La reunión también se grabará, se transmitirá en vivo y se publicará en el sitio web de la Ciudad después de la clausura de la reunión si se presentan dificultades técnicas: https://sthelena.civicweb.net/Portal/

El enlace web de ZOOM, la identificación de la reunión y el número de teléfono se enumerarán en la parte superior de la Agenda de la reunión del Ayuntamiento. Se le pedirá que ingrese la ID de la reunión, pero no habrá contraseña ni ID de participante.
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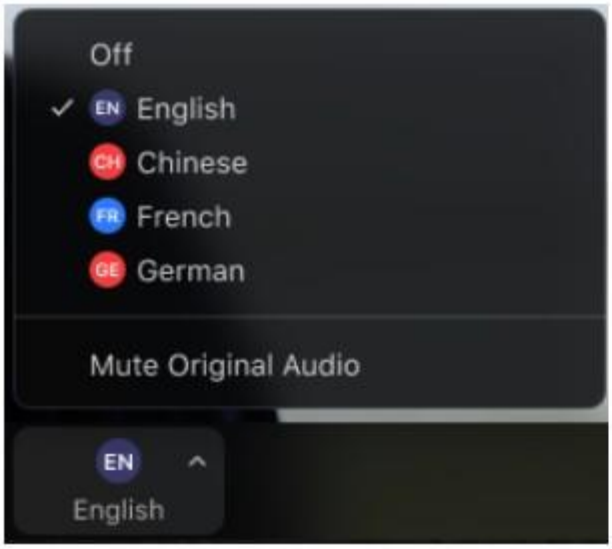
Cómo escuchar la interpretación de un idioma

Windows | macOS

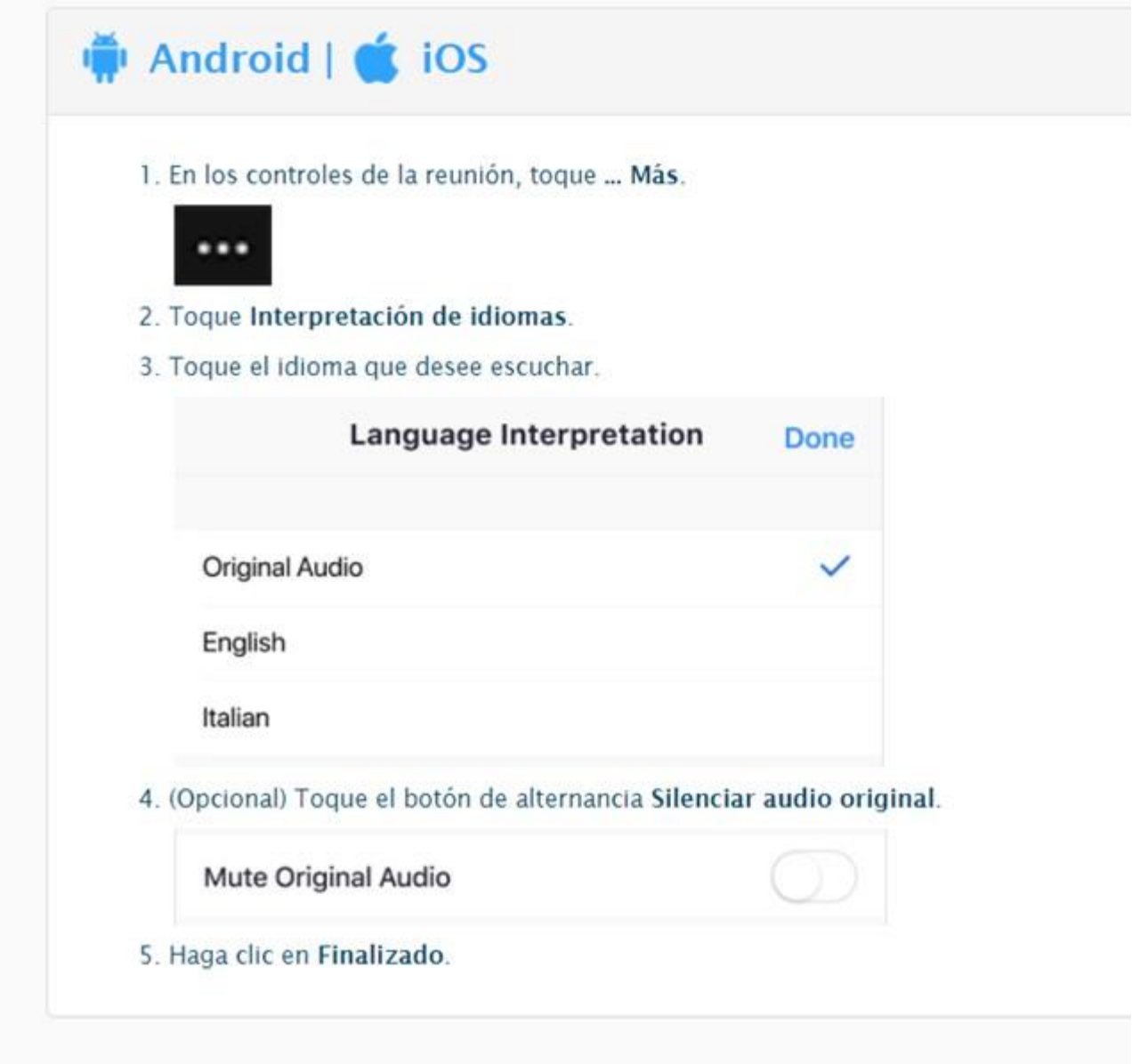
1. En los controles de la reunión o el seminario web, haga clic en **Interpr**



2. Haga clic en el idioma que desee escuchar.



3. (Opcional) Para escuchar solo el idioma interpretado, haga clic en **Siler**



Cómo ver o escuchar las reuniones del Consejo:

1. Veala a través del canal 28 de Comcast
2. Vea el video de transmisión en vivo en el sitio web de la ciudad
3. Mire y escuche en Zoom.us haciendo clic en el enlace en la Agenda del Consejo
4. Escuche llamando al número de Zoom listado en la Agenda del Consejo

Vea la reunión del Consejo uniéndose a la reunión Zoom:

1. **Por computadora, tableta o teléfono:**

a. Antes de unirse a la reunión virtual del Ayuntamiento, le recomendamos que descargue la aplicación Zoom. Para registrarse en su propia cuenta gratuita, visite zoom.us/signup e ingrese su dirección de correo electrónico. Recibirá un correo electrónico de Zoom (no-reply@zoom.us) . En este correo electrónico, haga clic en Activar cuenta.
b. Si ha iniciado sesión en su cuenta, ingrese la ID de la reunión que figura en la Agenda del Ayuntamiento. Si no ha creado una cuenta, vaya a: https://zoom.us/join e ingrese la ID de la reunión

c. Seleccione si desea conectar audio y / o video y toque Unirse a la reunión. re. Para obtener instrucciones específicas para su dispositivo, vaya a: https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting

2. **Escuche solo por teléfono:**

a. **Marque** el número que figura en la Agenda del Consejo.
b. Cuando se le solicite, ingrese la **ID de la reunión** provista en la parte superior de la Agenda de la reunión del Concejo Municipal **y presione #. No se requiere una identificación de participación.**
c. Para desconectarse de la reunión, cuelgue el teléfono

Formas de proporcionar comentarios públicos:
Mientras asiste a la reunión virtual del Ayuntamiento, el público tendrá la oportunidad de proporcionar comentarios públicos en vivo durante el Foro Público y después de cada tema de la agenda. Cuando sea el momento apropiado para comentarios públicos, el Alcalde abrirá verbalmente los comentarios públicos. En este momento, cada individuo tiene permitido 4 minutos parahablar.

1. Envíe un comentario público por adelantado a publiccomment@cityofsthelena.org
La forma más fácil de proporcionar comentarios públicos es enviar su comentario público por correo electrónico. Los comentarios públicos pueden enviarse por correo electrónico a publiccomment@cityofsthelena.org.Incluya en la línea de asunto "COMENTARIO AL CONSEJO y el PUNTO DEL PROGRAMA". Cualquier comentario público debe presentarse a más tardar 2 horas antes de la reunión programada y se incluirá como un archivo adjunto a la agenda. Todos los comentarios públicos se harán públicos y se adjuntarán al articulo de la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al día siguiente.

- 2. Proporcione comentarios a través de la reunión Zoom desde una computadora, tableta o teléfono inteligente

Esta opción permite que el público asista virtualmente a la reunión como un "asistente" silenciado sin capacidades de video o pantalla compartida. Podrá ver y escuchar a los participantes en la reunión, pero no podrán escucharlo hasta que el anfitrión de permisio.

Si desea proporcionar comentarios públicos durante un elemento específico de la agenda o durante un foro público, puede usar la función "levantar la mano" ubicada en el panel de control en la parte inferior de la pantalla. El icono es una pequeña mano azul. En Windows también puede usar el atajo de teclado Alt + Y para subir o bajar la mano. En Mac también puedes usar el atajo de teclado Alt + Y para subir o bajar lamano**.**

Se le notificará al anfitrión que ha levantado la mano y se lo colocará en fila con todas las solicitudes entrantes

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Para ser retirado de la fila, simplemente haga clic de nuevo el botón “levantar la mano”.

3. **Llame a la reunión de ZOOM desde un teléfono fijo o móvil solamente**

Esta opción le permite al miembro del público la oportunidad de participar verbalmente en comentarios públicos.

Si desea hablar durante el tiempo de comentarios públicos, marque * 9 en su teléfono.

Se le notificará al anfitrión que le gustaría hablar y se colocará en fila con todas las solicitudes entrantes.

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Puede presionar * 9 nuevamente si desea ser eliminado de la fila.

Future Utility Rate Surveys

Our city is nearing the time when it will be conducting another utility rate survey within the next year. Looking at the huge increase in water capital improvement expenses facing the city ($50+ million in the next 10 years), I would like to remind city council about how important it is for the city to maintain accurate records of the differential costs to provide water service to St. Helena's 2600 diverse water customers.

Past city councils along with city staff have adopted the policy that St. Helena has one water system, and all water customers should pay the same volume rate. This is simply not true. As St. Helena's Utility Rate Specialist (Mr. Bob Reed) pointed out in St. Helena's 2011 utility rate study, Napa Water is by far the most expensive water in St. Helena's water supply. And an equitable tiered rate structure, to accommodate the higher cost of this water, is in full compliance with California's Proposition 218.

Additionally, St. Helena incurs higher costs to provide water service to a few customers like those in Meadowood, Madrone Knolls, and some Spring Mountain water customers in high elevation zones requiring extra energy, pumping, maintenance, and infrastructure expenses that only benefit those water customers. Requiring all St. Helena water customers to subsidize the extra cost of service for a small percentage of customers is a violation of Proposition 218. This issue was brought up numerous times when Katherine Hansford of Hansford Economic Consulting conducted St. Helena's 2016 utility rate study. Ms. Hansford also cautioned the city about the illegality of having Standby Water Rates, yet our city has failed to comply with this recommendation.

In closing, it is important that our city's finance and public works departments work together to begin keeping accurate records of the actual costs to provide water service. There are many avenues open to city water districts to employ equitable water rates, but the cities must have the records to document the extra expense.

St. Helena increased it water rates 64.24% in between 2011 and 2016. In 2017, St. Helena raised its base water rates again by 61.7%. If city council maintains the same "one fits all policy" in the next utility rate study by requiring the majority of water customers to subsidize the extra costs of a few customers, I believe the city will be in violation of California's Proposition 218 which in part reads: "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."

Tom Belt

City of St. Helena
Proclamation:
Susan Swan, Library Board of Trustees
Proclamation on Her Retirement

WHEREAS, Susan Swan has served the St. Helena community faithfully as a member of the Library Board of Trustees; and

WHEREAS, served as an unofficial liaison between the St. Helena Public Library and St. Helena High School, where she has worked since 2007 as a Library Media Specialist; and

WHEREAS, Susan got her start at the St. Helena Unified School District volunteering to shelve books at the elementary school; and

WHEREAS, Susan began her career as a Library Trustee with the City of St. Helena on November 18, 2008; and

WHEREAS, as a Trustee, who has taken meticulous minutes, worked tirelessly advocating and supporting the St. Helena Public Library, which contributes to the intellectual, educational, informational, recreational and cultural resources of this community; and

WHEREAS, she encourages others to see libraries as an active and vital learning environment along with a way to enlarge and enrich the user's world; and

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of students and Library lovers alike and the betterment of the library; and

NOW, THEREFORE, be it resolved that we, the City of St. Helena, do hereby thank Susan Swan for all her years of service to the St. Helena Public Library and the students she has mentored as the St. Helena High School's Library Media Specialist and wish her much happiness as she begins this new chapter in her life.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, May 25, 2021 @ 6:00 PM

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 Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF THE AGENDA

4.1 Adoption of the agenda

City Clerk Cindy Tzafopoulos noted no new changes to the agenda.

Council Member Anna Chouteau moved to approve the adoption of the agenda as presented. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. PUBLIC FORUM:

Larry Vermeulen, Pat Dell and Nancy Dervin addressed the City Council.

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

Reports were made by staff and City Council.

City Attorney Ethan Walsh confirmed that there was no reportable action from the Closed Session meeting held on May 25, 2021 regarding the performance evaluation of the City Manager.

Council Member Hall expressed an interest to hold a workshop to better understand the needs of the Fire Department regarding fire emergency preparedness. Council Member Hardy agreed.

Council Member Chouteau requested a community workshop to discuss the City Hall and Railroad Avenue City owned parcels and Mayor Ellsworth agreed.

Council Member Lester Hardy moved to agendize a discussion and review all council assignments on the next Regular City Council meeting agenda of June 8, 2021. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: Vice Mayor Paul Dohring
ABSENT: None
ABSTAIN: None
RECUSE: None

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 Proclamation Declaring May is National Older American's Month

Julie Spencer, Director of Rianda House received the proclamation.

8. STAFF BRIEFING

8.1 None

9. 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)

9.1 Consideration and proposed approval of Regular Meeting Minutes of May 11, 2021 (~~Forthcoming~~ Provided 5-20-21)
Prepared By: Cindy Tzafopoulos, City Clerk

9.2 Consideration and approval of:

1) Rescinding Resolution 2020-120 Duly adopting and adopting publicly

available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for part-time Casual Worker classifications; and

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

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
Staff recommends that the City Council:

1) Rescind Resolution 2020-120 Duly adopting and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for part-time Casual Worker classifications; and

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

9.3 Consideration and proposed approval of a resolution authorizing a ceremonial flag recognizing LGBTQ Pride and Transgender Month during the month of June 2021

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Approve a resolution authorizing the Progress Pride flag be flown on the City's ceremonial flag pole during the month of June 2021.

9.4 Consideration and proposed adoption of a resolution authorizing Amendment No. 2 to the Cooperative Joint Powers Agreement to Fund and Administer the Napa Countywide Stormwater Program (Napa Countywide Stormwater Pollution Prevention Program)

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Adopt the attached resolution authorizing Amendment No. 2 to the Cooperative Joint Powers Agreement to Fund and Administer the Napa Countywide Stormwater Program (Napa Countywide Stormwater Pollution Prevention Program).

9.5 Consideration of approval of a Resolution approving out-of-state travel for School Resource Officer Melissa Brown, to attend 80 hour D.A.R.E. Officer Training in Salem, OR from Monday, September 20, 2021 to Friday, October 1, 2021.

CEQA Determination: Not a CEQA project
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Approve the attached resolution.

9.6 *Item 9.6 was removed from consent.

Consideration and proposed approval of a resolution approving a joint use agreement with St. Helena Unified School District for City use of the Vintage Hall Board Room through March 1, 2024 for a total cost not to exceed $47,000

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

No public comment was received.

Council Member Anna Chouteau moved to adopt the Resolution. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

9.7 Consideration and proposed adoption of a Resolution authorizing the City Manager to Execute a Professional Services Agreement with Aqua Sierra Controls, Inc. for Rutherford Pump Station Variable-Frequency Drive (VFD) and Programmable Logic Controller (PLC) Panel and Pump Installation in an amount not-to-exceed $31,225.15.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Aqua Sierra Controls, Inc. for Rutherford Pump Station VFD & PLC Panel and Pump Installation in an amount not-to-exceed

$31,225.15.

Council Member Anna Chouteau moved to approve Consent items 9.1 through 9.5 and item 9.7. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. PUBLIC HEARINGS

10.1 None

11. OLD BUSINESS

11.1 Consideration and Award of Non-Profit Grant Application Funding in the Fiscal Year (FY) 2021/22 Operations Budget in the Amount of $209,530.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Finance Manager
Recommendation:
It is recommended that the City Council approve funding to be included in the FY 2020/21 Operations Budget for the non-profit applicants as follows:

- Community Enrichment Grants - Arts Council Napa Valley $3,250, Boys and Girls Club $5,000, Friends of the Cameo $8,000, Lunchtime Productions $2,000, Napa Valley State Parks $2,500, Nimbus Arts $3,630, St. Helena Community Band $4,000, St. Helena Historical Society $5,000, and Upstage Napa Valley $3,050.

- Programmatic Grants - Boys and Girls Club $28,000, Mentis $20,000, Ole Health $5,000, Our Town St. Helena $25,000, Rianda House Senior Center $25,000, Saint Helena Family Center $10,000, St. Helena Cooperative Nursery School $10,000, St. Helena Farmers Market $5,100, St. Helena Preschool For All $10,000, St. Helena Catholic Church $10,000, and UpValley Family Centers $25,000.

The total aggregate amount of funding for FY 2021/22 is $209,530.

Finance Director April Mitts reported on the item.

Trent Yaconelli, Jeni Olsen and Stuart Harrison addressed the City Council for public comment.

It was the consensus of the City Council to revisit this item on the September 14, 2021 Regular City Council Meeting.

Vice Mayor Paul Dohring moved to adopt the staff recommendation provided that the City Council revisits this item on the September 14, 2021 Regular City Council Meeting. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11.2 St. Helena Chamber of Commerce Annual Report and FY 2021-22 Budget

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Receive and file, and provide direction regarding preparation of an amendment to the City's agreement with the St. Helena Chamber of Commerce for Fiscal Year 2021/22.

City Manager Mark Prestwich reported on the item.

Amy Carraba-Salazar, St. Helena Chamber of Commerce presented on the item.

No public comment was received.

It was the consensus of the City Council to move forward with the $210,000 contract, augmented with a 5% increase.

11.3 Discussion on bike facilities along South Crane Avenue from Grayson Avenue to Sulphur Springs Avenue, direction on the preferred facility. The recommended bike facility options are as follows:

(1) Add temporary Class III sharrows, leave on-street parking, with the intent of having a future project that would construct a Class I shared use Path in the eastbound direction on South Crane Avenue. (Segments 3 and 4);

(2) Add Class II bike lanes in the eastbound and westbound direction on South Crane Avenue, and restrict parking on the east and west side of South Crane Avenue (Segment 3 and 4).

If Option (2) is selected, consideration of adoption a Resolution rescinding Resolution 2021-32 and adding portions of South Crane Avenue to the City's list of red zones (parking prohibitions).

CEQA Determination: CEQA will be completed as part of project design
Prepared By: Edrees Argand, Assistant Engineer
Recommendation:
Staff is looking for the following direction:

- Discussion on bike facilities along South Crane Avenue,
- Direction to staff on preferred facility, and if Class II bike lanes are preferred, consideration of adopting a Resolution rescinding Resolution 2021-32 and adding portions of South Crane Avenue to the City's list of red zones (parking prohibitions).

The preferred facilities are as follows:

(1) Add temporary Class III sharrows, leave on-street parking, with the intent of having a future project that would construct a Class I shared use Path in the eastbound direction on South Crane Avenue. (Segments 3 and 4);

(2) Add Class II bike lanes in the eastbound and westbound direction on South Crane Avenue, and restrict parking on the east and west side of South Crane Avenue (Segment 3 and 4). Parking removal would only be on segment 3.

If Option (2) is selected, consideration of adoption a Resolution rescinding Resolution 2021-32 and adding portions of South Crane Avenue to the City's list of red zones (parking prohibitions).

Interim City Engineer John Wanger reported on the item.

Carlotta Sainato, Mark Smithers and Patrick Band addressed the City Council for public comment.

It was the consensus of the City Council to move forward with the approval of option 1 and work with the Napa County Bike Coalition for calming measures.

Council Member Anna Chouteau moved to approve option 1 and work with the Napa County Bike Coalition for calming measures. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Lester Hardy
NOES: Council Member Eric Hall
ABSENT: None
ABSTAIN: None

RECUSE: None

11.4 Consideration of a Resolution authorizing the City Manager or Designee to Execute a Lease with Napa Valley Community College District (NVCCD) regarding use of a portion of the Napa Valley College St. Helena Upper Valley Campus for City Hall and Police Department Municipal Purposes

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Adopt Resolution authorizing the City Manager or designee to execute a lease in substantially the form included with the agenda for a regular meeting at which this Resolution was approved, submit to minor edits as approved by the City Manager in consultation with the City Attorney, for a portion of the Napa Valley Community College District (NVCCD) Upper Valley Campus at 1088 College Avenue, St. Helena, CA 94574 for City Hall and Police Department Municipal Purposes.

City Manager Mark Prestwich reported on the item.

Council Member Chouteau asked to have Napa Valley College to pay for the ADA upgrades needed at the Upper Valley Campus.

Mary Koberstein addressed the City Council for public comment.

Council Member Lester Hardy moved to extend the City Council meeting beyond 9:00 pm to 9:30 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 Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Lester Hardy moved to adopt staff recommendation. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None

ABSTAIN: None
RECUSE: None

Council Member Lester Hardy moved to amend the motion to adopt the staff recommendation and add a request for Napa Valley College to take on the cost of the ADA improvements. Council Member Hall agreed with the amendment. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

12. NEW BUSINESS

12.1 2021 City of St. Helena Pavement Management Program Report

CEQA Determination: Not a CEQA project
Prepared By: Edrees Argand, Assistant Engineer
Recommendation:
Receive and file the report.

Interim City Engineer John Wanger reported on the item.

No public comment was received.

It was the consensus of the City Council to receive and file the 2021 City of St. Helena Pavement Management Program Report.

12.2 Review and Confirmation of the City of St. Helena's 5-Year Streets CIP Plan and Overview of Summer 2021 Street Maintenance Projects

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: John Wanger, Interim City Engineer
Recommendation:
Staff is seeking confirmation from the City Council for the 5-year list of projects. The final Measure T list will be brought back to Council at a later date for approval via Resolution.

No public comment was received.

Vice Mayor Paul Dohring moved to continue item 12.2 to a date certain and amend the May 27, 2021 Special City Council agenda for this item to be added. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

13.1

<u>May City Council Meetings</u>: **5/27 Budget Study Session (if needed) 9-12**
<u>June City Council Meetings</u>: **6/8(Staff reports due 5/21)** **6/22 (Staff reports due 6/4)**
Presentation
6/25 Annual Housing Services Report
CONSENT:
Vine Trail alignment through St. Helena
6/8 Cal Fire Dispatching Services Agreement
Budget adoption
PH or OLD / NEW BUSINESS:
6/8 Election calendar
6/8 Discussion of revenue options for infrastructure deficiencies
<u>July City Council Meetings</u>: **7/13 CANCELLED** **7/27 (Staff reports due 7/9)**
STAFF BRIEFING:
July - Update on Waste Water Treatment Plant Upgrade Project
PH or OLD / NEW BUSINESS:
7/27 Review Urgency ordinance amending chapter 13.04 and adopted penalty structure

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:29 p.m.

The Regular meeting minutes of May 25, 2021 were approved at the Regular City Council meeting of June 8, 2021.

Regular City Council
May 25, 2021

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Authorizing the Amendment #2 to Professional Services Agreement STH Contract: FY 2021-024 with Raftelis Financial Consultants, Inc. for Development of Water Emergency Policies, Including Penalties, During Declared Water Shortage Emergencies for an Additional $10,000 for a total amount not-to-exceed $35,000 and Authorize the City Manager to Execute the Amendment**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In accordance with the St. Helena Municipal Code, the City Council declared a water emergency on June 23, 2021 which moved the City into Phase I Water Regulations. On October 13, 2020 emergency water conditions continued and City Council declared Phase II Water Restrictions.

On December 10, 2020, the City entered into STH Contract: FY 2021-024 with Raftelis Financial Consultants, Inc. (Raftelis) to provide recommended Water Emergency Policies, including penalties, during the declared water shortage emergency. The scope of services includes the following:

1. Task 1 - Data Review and Due Diligence
2. Task 2 - Water Shortage Penalty Development
3. Task 3 - Shortage Allocation Analysis
4. Task 4 - Water Shortage Penalty Policy Memorandum

On March 23, 2021, Raftelis presented to City Council their recommendation for a penalty structure for the City of St. Helena. At this meeting, the City council directed staff to hold a public hearing on April 13, 2021 to adopt the recommended penalty structure. On March 30, 2021, a notice of public hearing was circulated.

On April 12, 2021, the City executed Amendment #1 to STH Contract: FY 2021-024 to continue to assist the City through the current water shortage emergency on an as-needed basis.

On April 13, 2021, the recommended penalty structure was brought before the City Council for consideration. City Council provided direction to staff to continue this item to the next City Council meeting (April 27, 2021) to allow for the development of an urgency ordinance addressing the allocation for non-residential customers to be more in line with essential seasonal use.

On April 27, 2021, the City Council adopted an urgency ordinance adjusting water allocations for non-residential customers and adopted the recommended penalty structure.

DISCUSSION

The City has continued utilizing Raftelis during the current water emergency and has four separate Professional Services Agreements in place with Raftelis.

Agreement Number	Description	Amount
STH Contract: FY 2021-024 STH Contract: FY 2021-024-01A	Water emergency policies, including penalties, during declared water shortage emergencies	$25,000
STH Contract: FY2021-074	Drought outreach/messaging	$24,980
STH Contract: FY2021-082	Data Integration - monthly penalty calculations and data integration to City's financial software	$25,000
STH Contract: FY2021-0xx	Informational Materials - procurement of drought outreach informational materials	$24,975

Each agreement with Raftelis serves a different purpose during the current water emergency.

Staff is recommending Amendment #2 to STH Contract: FY 2021-024 for an additional $10,000 for a not-to-exceed amount of $35,000. The work provided by Raftelis under this agreement will allow Raftelis to continue assisting the City each month with water customer allocation updates as well as assist in future water shortage policy recommendations.

FISCAL IMPACT

The fiscal impact of Amendment #2 to STH Contract: FY 2021-024 is for an additional $10,000 for a not-to-exceed amount of $35,000. Funds are available in the current fiscal year budget for this amendment.

RECOMMENDED ACTION
Staff recommends approval of the attached resolution.

ATTACHMENTS
STH Contract FY2021-024 Raftelis 12.22.2020
STH Contract FY2021-024-01A Raftelis Water Penalty Structure
STH Contract FY2021-024-02A Raftelis Water Emergency On-Call Services
Resolution - Raftelis Amendment #2

STH CONTRACT: FY 2021-024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on December 10, 2020 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Raftelis Financial Consultants (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as development of Water Emergency Policies, including penalties, during declared water shortage emergencies.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services"**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $10,905 unless additional compensation is approved in accordance with Section 2.

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

include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

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

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement ("Deliverables") shall become the

sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all Deliverables.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. 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.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any

theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: Raftelis Financial Consultants
445 S. Figueroa Street
Suite 1925
Los Angeles, CA 90071

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

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

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall

furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: sgaur@raftelis.com Digitally signed by sgaur@raftelis.com DN: cn=sgaur@raftelis.com Reason: I am the author of this document Location: Date: 2020-12-21 13:24-08:00

Name: Sanjay Gaur

Title: Vice President

City:

By: Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2020.12.21 13:58:50 -08'00'

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

By: Ethan Walsh Digitally signed by: Ethan Walsh DN: CN = Ethan Walsh email = ethan.walsh@bbklaw.com C = AD Date: 2020.12.22 09:16:45 -08'00'

Name: Ethan Walsh
Title: City Attorney

EXHIBIT A

RAFTELIS

445 S. Figueroa Street
Suite 1925
Los Angeles, CA 90071

Phone 213.262.9300
Fax 213.262.9303

www.raftelis.com

Scope of Services

Task 1 – Data Review and Due Diligence

Raftelis will begin the project with a review of data and prior studies. Raftelis will provide the City a data request list which will include information on prior shortage ordinances, water shortage contingency plans, the basis for existing stages and allocations, and customer information, among other data. Understanding past actions and the current environment will aid the project team in a framework for proposed penalties and any recommended modifications to customer allocations in the upper shortage stages. This task includes a Kickoff webinar with staff to better understand the City's goals for updated shortage penalties and any sensitivities around the existing drought rates, shortage allocations, and penalty structure.

Meetings/Workshops: One (1) Kickoff meeting webinar with City staff
Deliverables: Presentation materials in PowerPoint and Kickoff meeting notes

Task 2 – Water Shortage Penalty Development

Raftelis will develop penalties for Phase II and Phase III shortages. We will work with City staff to determine the appropriate basis and the appropriate monetary penalties for exceeding allocations at each stage. Raftelis will consider socio-economic factors, comparable-agency water shortage penalties, as well as State guidance and maximum penalties as set forth in the Water Code.

Meetings/Workshops: Two (2) webinars with staff to discuss penalty development
Deliverables: Shortage penalties

Task 3 – Shortage Allocation Analyses

Parallel to the development of shortage penalties, Raftelis will analyze the supply-induced water reductions required at each shortage phase, the corresponding allocations at each phase, and the equity of allocations between customer classes and water users. This task will identify any recommended modifications to residential and non-residential allocations, the basis for class allocations, and any improvements in equity of penalties and allocations during times of shortage.

Meetings/Workshops: One (1) webinar with staff to discuss results
Deliverables: Shortage and allocation analyses in Excel

Task 4 – Water Shortage Penalty Policy Memorandum

The results of the project will be documented in a brief memorandum (memo) to the City. This memo will highlight the results for a water shortage penalty structure and our recommendation for any modifications to the shortage phase/stage allocations. Comments from City staff will be incorporated into a Final Memo. The Final Memo will be submitted to the City to support an updated water shortage penalty ordinance. Raftelis will present our findings, results, and recommendations at a City Council meeting.

Meetings/Workshops: Attendance at one (1) City Council meeting to present results and recommendations
Deliverables: Memo documenting the study results and recommendations; presentation materials in PowerPoint, as needed

Fees and Hours

Raftelis proposes to complete the scope of work outlined above on a time-and-materials basis with a not-to-exceed cost of $10,905. The following work plan provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project.

Tasks	Staff Meetings (Virtual)	Public Meetings (Virtual)	HOURS					Total Fees & Expenses
			SG	KK	SC	Admin	Total	
1. Data Review and Due Diligence	1		1	2	4	1	8	**$1,675**
2. Water Shortage Penalty Development	2		2	8	4	0	14	**$3,390**
3. Shortage Allocation Analyses	1		1	4	6	0	11	**$2,475**
4. Memorandum		1	1	6	8	0	15	**$3,365**
Total Estimated Meetings / Hours	**4**	**1**	**5**	**20**	**22**	**1**	**48**	
Hourly Billing Rate			**$295**	**$240**	**$185**	**$80**		
Total Professional Fees			**$1,475**	**$4,800**	**$4,070**	**$80**	**$10,425**	

SG - Sanjay Gaur, Vice President
KK - Kevin Kostiuk, Manager
SC - Staff Consultants
Admin - Raftelis Administration

Fees	**$10,425**
Total Expenses	**$480**
Total Fees & Expenses	**$10,905**

Scope of Services for 2020 Water Shortage Emergency Policies
City of St. Helena

We are grateful to have the opportunity to assist to the City. If you accept the proposed fees and expenses documented in this letter proposal, please sign in the space below and return one copy for our files. Please contact us at (213) 327-4405 should you have any questions.

We accept the terms of this engagement letter:

Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2020.12.21 13:59:08 -08'00'	Mark T. Prestwich
Signature	Name of authorized agent
12/21/2020	City Manager
Date	Title

STH Contract: FY2021-042-01A

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC; STH CONTRACT NO: 2021-042 FOR DEVELOPMENT OF WATER EMERGENCY POLICIES, INCLUDING PENALTIES, DURING DECLARED WATER SHORTAGE EMERGENCIES FOR AN ADDITIONAL $14,095 FOR A TOTAL AMOUNT NOT-TO-EXCEED $25,000.

This First Amendment to Professional Services Agreement with Raftelis Financial Consultants, Inc. STH Contract: FY 2021-024 dated December 10, 2020 ("Agreement") is made as of this 12th day of April, 2021 by and between the City of St. Helena and Raftelis Financial Services, Inc.

RECITALS

A. On December 10, 2020, The City of St. Helena and Raftelis Financial Consultants, Inc entered into an agreement to develop water emergency polcies, including penalties, during declared water shortage emergencies; and

B. The City of St. Helena desires to continue utiziling Raftelis Financial Consultants, Inc. to continue to assist the City through the current water shortage emergency on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include refinement of prior analysis and deliverables, attendance at public and stakeholder meetings, and providing materials review support to the City; and

D. The City of St. Helena and Raftelis Financial Consultants, Inc. now desire to amend the Agreement for an additional $14,095 for a total amount not-to-exceed $25,000.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation, is amended to read as follows:

   "Total annual compensation shall not exceed $25,000…"

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: Kevin Kostiuk

Title: Manager

CITY OF ST. HELENA
a Municipal Corporation

By: Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2021.04.20 20:25:46 -07'00'

Print Name: Mark Prestwich

Title: City Manager

APPROVED AS TO FORM:

ethan.walsh@bbklaw.com Digitally signed by: ethan.walsh@bbklaw.com DN: CN = ethan.walsh@bbklaw.com Date: 2021.04.27 10:05:16 -07'00'

Ethan Walsh, City Attorney

ATTEST:

Cindy Tzafopoulos Digitally signed by Cindy Tzafopoulos Date: 2021.04.23 14:16:04 -07'00'

City Clerk

Exhibit A

RAFTELIS

445 S. Figueroa Street
Suite 1925
Los Angeles, CA 90071

Phone 213.262.9300
Fax 213.262.9303

www.raftelis.com

April 7, 2021

April Mitts
Finance Director
City of St. Helena
1572 Railroad Ave
St. Helena CA 94574

Subject: **Supplemental Scope – On-Call Services for Water Shortage Emergency Assistance**

Dear April Mitts:

Raftelis Financial Consultants (Raftelis) is grateful to have the opportunity to continue to assist the City of St. Helena (City) through the current water shortage emergency. Raftelis provides rate and fee setting, data, communications, management, and governmental consulting services to utilities, special districts, and municipalities across California and the United States.

For this engagement, we will provide consulting services to the City on an as-needed basis for a cost not-to-exceed $25,000 on our existing contract[1]. Expected services include refinement of prior analyses and deliverables, attendance at public and stakeholder meetings, and providing materials review support to the City.

Raftelis will invoice the City monthly for time and materials. Our hourly billing rates are attached to this letter. I, Kevin Kostiuk, will be the City's primary contact and will lead staff in our California offices to assist the City.

We thank you for the opportunity to assist the City. If you have any questions, or require additional information, please contact me at 760 519 8520.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Kevin Kostiuk
Manager

[1] Existing contracted amount is for $10,905.

Raftelis Billing Rate

Calendar year 2021 billing rates are shown below.

Position	Hourly Billing Rate **
Chair	$450
Chief Executive Officer/President	$400
Executive Vice President	$340
Vice President/Principal Consultant	$310
Vice President of Communications and Marketing	$310
Director of Governmental Services	$310
Senior Manager	$275
Director of Florida Operations	$225
Manager	$245
Director of Strategic Communication Services	$245
Director of Data Services	$245
Senior Consultant	$215
Consultant	$185
Associate	$155
Creative Services	$125
Analyst	$110
Administration	$80
Technology/Communications Charge*	$10

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

Supplemental Scope - On Call Services for Water Shortage Emergency Assistance

City of St. Helena

If you accept the terms of this proposal, please sign in the space below and return one copy for our files. Please contact us at 760 519 8520 should you have any questions.

We accept the terms of this engagement letter:

_____	_____
Signature	Name of authorized agent
_____	_____
Date	Title

AMENDMENT #2

TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC; STH CONTRACT NO: 2021-024 FOR DEVELOPMENT OF WATER EMERGENCY POLICIES, INCLUDING PENALTIES, DURING DECLARED WATER SHORTAGE EMERGENCIES FOR AN ADDITIONAL $10,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $35,000.

This Second Amendment to Professional Services Agreement with Raftelis Financial Consultants, Inc. STH Contract: FY 2021-024 dated December 10, 2020 ("Agreement") is made as of this ____ day of _____, 2021 by and between the City of St. Helena and Raftelis Financial Services, Inc.

RECITALS

A. On December 10, 2020, The City of St. Helena and Raftelis Financial Consultants, Inc. (Raftelis) entered into an agreement to develop water emergency polcies, including penalties, during declared water shortage emergencies; and

B. On April 12, 2021, The City of St. Helena and Raftelis entered into Amendment #1 continue utilizing Raftelis to continue to assist the City through the current water shortage emergency on an as-needed basis for an additional $14,095 for a total not-to-exceed amount of $25,000 and

C. The City of St. Helena desired to continue utilizing Raftelis for on-call services for water shortage emergency assistance; and

D. Expected services include updates to the City water customer allocations as well as to assist in future water shortage policy considerations during the ongoing emergency; and

D. The City of St. Helena and Raftelis Financial Consultants, Inc. now desire to amend the Agreement for an additional $10,000 for a total amount not-to-exceed $35,000.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation, is amended to read as follows:

   "Total compensation shall not exceed $35,000…"

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

ATTEST:

_____
City Clerk

RAFTELIS

445 S. Figueroa Street
Suite 1925
Los Angeles, CA 90071

Phone 213.262.9300
Fax 213.262.9303

www.raftelis.com

May 25, 2021

April Mitts
Finance Director
City of St. Helena
1572 Railroad Ave
St. Helena CA 94574

Subject: **On-Call Services for Water Shortage Emergency Assistance**

Dear April Mitts:

Raftelis Financial Consultants (Raftelis) is grateful to continue assisting the City of St. Helena (City) through the current water shortage emergency.

This proposal is to further support the implementation of, and subsequent updates to, the City water customers water allocations; as well as to assist in future water shortage policy considerations during the ongoing emergency. We will provide consulting services to the City on an as-needed basis for a cost not-to-exceed $10,000.

Raftelis will invoice the City monthly for time and materials. Our hourly billing rates are attached to this letter. I, Kevin Kostiuk, will be the City's primary contact and will lead staff in our California offices to assist the City. I will be on paternity leave from June 1 through July 9. In my absence our leads working on the City's data integration and communications efforts will be the City's primary points of contact.

We thank you for the opportunity to assist the City. If you have any questions, or require additional information, please contact me at 760 519 8520.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Kevin Kostiuk
Manager

Raftelis Billing Rate

Calendar year 2021 billing rates are shown below.

Position	Hourly Billing Rate **
Chair	$450
Chief Executive Officer/President	$400
Executive Vice President	$340
Vice President/Principal Consultant	$310
Vice President of Communications and Marketing	$310
Director of Governmental Services	$310
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Senior Consultant	$215
Consultant	$185
Associate	$155
Creative Services	$125
Analyst	$110
Administration	$80
Technology/Communications Charge*	$10

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

On Call Services for Water Shortage Allocations and Water Shortage Policies
City of St. Helena

If you accept the terms of this proposal, please sign in the space below and return one copy for our files. Please contact us at 760 519 8520 should you have any questions.

We accept the terms of this engagement letter:

_____	Mark T. Prestwich
Signature	Name of authorized agent
_____	City Manager
Date	Title

CITY OF ST. HELENA

RESOLUTION NO. 2021-___

RESOLUTION AUTHORIZING AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. STH CONTRACT: FY2021-024 FOR DEVELOPMENT OF WATER EMERGENCY POLICIES, INCLUDING PENALTIES, DURING DECLARED WATER SHORTAGE EMERGENCIES FOR AN ADDITIONAL $10,000 FOR A NOT-TO-EXCEED AMOUNT OF $35,000

RECITALS

A. On December 10, 2020, the City of St. Helena and Raftelis Financial Consultants, Inc. (Raftelis) entered into an agreement to develop water emergency policies, including penalties, during declared water shortage emergencies; and

B. On April 12, 2021, The City of St. Helena and Raftelis entered into Amendment #1 to continue utilizing Raftelis to continue to assist the City through the current water shortage emergency on an as-needed basis for an additional $14,095 for a total not-to-exceed amount of $25,000 and

C. The City of St. Helena desired to continue utilizing Raftelis for on-call services for water shortage emergency assistance; and

D. Expected services include updates to the City water customer allocations as well as to assist in future water shortage policy considerations during the ongoing emergency; and

D. The City of St. Helena and Raftelis Financial Consultants, Inc. now desire to amend the Agreement for an additional $10,000 for a total amount not-to-exceed $35,000.

RESOLUTION

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

1. Approves Amendment #2 to STH Contract: FY 2021-024 with Raftelis Financial Consultants for an additional $10,000 for a not-to-exceed amount of $25,000; and
2. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of: (1) a Resolution authorizing an Amendment and Novation Agreement Between Municipal Resource Consultants and MuniServices, LLC and Authorizing the City Manger to Execute this agreement; and (2) a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records and Rescinding Resolution No. 2017-4.**

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

On June 11, 1996, the City entered into a Consultant Services Agreement with Municipal Resource Consultants (MRC) to provide sales/use tax allocation audits and sales tax projections for budgeting purposes. On November 29, 2006, MRC changed its legal name to MuniServices, LLC.

On November 8, 2016, a General Municipal Election took place in which Measure D, a one-half of one percent (0.5%) Transactions and Use Taxes, was posed to the voters. On December 5, 2016, the Napa County Registrar of Voters canvassed the vote and certified the final count. Measure D passed and a one-half of one percent (0.5%) Transactions and Use Tax was imposed and would be effective July 1, 2017. On January 17, 2017, at a Special City Council meeting, the City Council adopted the following Resolutions as they related to Measure D:

1. Resolution No. 2017-2: Resolution accepting the canvas and statement of votes cast for the General Municipal Election held on November 8, 2016 regarding Measure D.
2. Resolution No. 2017-3: Resolution authorizing the execution of agreements with the State Board of Equalization for the implementation of a Local Transactions and Use Tax.
3. Resolution No. 2017-4: Resolution authorizing the examination of Transactions (Sales) and Use Tax Records.

On August 21, 2017, the City entered into Amendment No. 1 with MuniServices, LLC amending the original agreement to specifically include the District Tax (Measure D).

DISCUSSION

Resolution No. 2017-4 (Attachment 1) authorized MuniServices and the City Manager and Finance Director, or other officers or employees of the City designated in writing, with the authority to examine transactions and use tax records of the State Board of Equalization (Board) pertaining to transactions and use taxes collected for the City pursuant to the contract between the City and Board.

Recently Muniservices reached out to the City regarding the current designation made through Resolution No. 2017-4. Muniservices has recently been advised by the California Department of Tax and Fee Administration (CDTFA) Legal Department, that, based on a recent review of the City's contract with Muniservices and Resolution No. 2017-4, there are inconsistencies in the name and CDTFA is now requiring that all Sales, Transaction and Use Tax contracts and resolutions consistently reference the same company name, MuniServices LLC, to property comply with Revenue and Taxation Code section (RTC) 7056, subsection, subdivision (b). CDTFA is the successor agency to the State Board of Equalization (BOE).

The inconsistency in the name is a result of various acquisitions over the years. The City's original Consultant Services Agreement is between the City of St. Helena and Municipal Resource Consultants (MRC) before the name was legally changed to MuniServices, LLC. Due to the inconsistencies, CDTFA issued a ruling that any contracts and/or resolutions that do not reference the company name of MuniServices, LLC must be corrected. CDTFA Legal has agreed that this can be done with a contract novation agreement (Attachment 2) referencing the City's existing contract, which CDTFA has approved. Additionally, an updated Resolution authorizing MuniServices, LLC must be approved to ensure consistency on all documentation so the City will not receive any interruption in receiving its sales tax data.

The process of obtaining an executed novation and resolution for the City is administrative in nature and must be completed and filed with the CDTFA no later than September 30, 2021; however, both MuniServices, Inc. and the City desire to complete the process by June 30, 2021.

Additionally, with the recent consolidation of the Finance, Information Technology, and Human Resources Divisions into the Administrative Services Department, the updated resolution will reflect this change naming the City Manager, Administrative Services Director, and Assistant Administrative Services Director as authorized agents of the City of St. Helena.

FISCAL IMPACT

There is no fiscal impact for the adoption of the two resolutions.

RECOMMENDED ACTION

Staff recommends the City Council adopt the two attached resolutions.

ATTACHMENTS

Attachment 1 - 2017-4 Authorizing Examination of Transactions Sales and Use Tax Records
Attachment 2 - CITY OF ST. HELENA Novation Agreement for CDTFA
Attachment 3 - Resolution - Novation Agreement
Attachment 4 - Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records

CITY OF ST. HELENA

RESOLUTION NO. 2017-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

RECITALS

A. Pursuant to Ordinance No. 2016-10 of the City of St. Helena, hereinafter called District, and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

B. The District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the State Board of Equalization (hereafter referred to as Board) pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

C. Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board.

RESOLUTION

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

1. That the City Manager and the Finance Director or other officers or employees of the District designated in writing by the City Manager or Finance Director to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent the District with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the District by the Board pursuant to the contract between the District and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the District's transactions and use taxes by the Board pursuant to the contract.

2. That Muniservices is hereby designated to examine the transactions and use tax records of the Board of Equalization pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:

a. Has an existing contract with the District to examine those transactions and use tax records;

b. Is required by the contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

c. Is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d. Is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

3. That the information obtained by examination of the Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and the Board.

4. That this Resolution supersedes all prior transactions and use resolutions of the City of St. Helena adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

Approved at a Special Meeting of the St. Helena City Council on January 17, 2017, by the following vote:

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

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1883
STATE OF CALIFORNIA

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

AMENDMENT AND NOVATION AGREEMENT BETWEEN

MUNICIPAL RESOURCE CONSULTANTS

AND

MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the “Assigning Party”), and MuniServices LLC, (the “Assuming Party”) both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of St. Helena, an instrumentality of the State of California, 1572 Railroad Avenue, St. Helena, CA 94574. (“Remaining Party”), (together, the "Parties") is entered into this 5th day of March 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of St. Helena, of the state of California, entered into on June 11, 1996 (the “Agreement") (attached hereto as Exhibit A) for Sales or Transactions and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party’s successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSUMING PARTY

MUNISERVICES, LLC

By:_____

Name:_____

Title:_____

ASSIGNING PARTY

MUNICIPAL RESOURCE CONSULTANTS

By_____

Name:_____

Title:_____

REMAINING PARTY

CITY OF ST. HELENA

By:_____

Name:_____

Title:_____

Attest:

By:_____

Exhibit A

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at St. Helena, California, as of June 11 1996, by and between the City of St. Helena (hereafter referred to as "City") and Municipal Resource Consultants (hereafter referred to as "Consultant" or "MRC"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit "A". Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A".

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement, unless the City approves additional compensation for additional service. Consultant shall submit all billings for services rendered pursuant to this Agreement to City in the manner specified in Exhibit "A".

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. Exhibits. All Exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day and year first above stated.

CITY OF ST. HELENA

By: [signature]

Title: City Administrater

Date: 6-14 96

MUNICIPAL RESOURCE CONSULTANTS
PARTNER: JOHN T. AUSTIN, INC.

By: [signature]

Title President

Date: May 31, 1996

Exhibit A

CONSULTANT SERVICES

Municipal Resource Consultants (MRC) shall provide sales tax audit and information services to the City of St. Helena (City). The objectives, scope, procedures, timing, compensation and qualifications are set forth as follows:

I. SALES/USE TAX ALLOCATION AUDITS

Many California cities are not receiving the sales/use tax revenue to which they are entitled due to point-of-sale and other types of taxpayer reporting errors (for discussion of misallocation causes, see enclosed MRC Insights newsletter). When businesses fail to properly report their California sales/use tax, the local allocation is distributed in error to pool accounts or other jurisdictions.

Accordingly, the purpose of MRC's initial and ongoing allocation audit service is to detect and correct taxpayer reporting errors and thereby generate new sales/use tax revenue which would not otherwise have been realized by the City of St. Helena. Unlike most tax audits, MRC's allocation audit service produces new revenue without causing any additional tax liability for business.

As discussed under Section IV, MRC's audit staff is organized into highly focused areas of specialization related to either the detection or correction of misallocations. In this regard, the audit service scope includes, but is not limited to, MRC performing the following procedures and tasks:

A. DETECTION OF MISALLOCATIONS

1. Procure a computer tape of sales/use tax permit records from the State Board of Equalization (SBE).

2. Establish master file from tape data provided in previous task.

3. Clean-up, standardize and computerize data from City's sales tax distribution reports provided by SBE for eight (8) previous quarters, current quarter and each future quarter service is provided.

4. Develop a target list of potential point-of-sale/use taxpayer reporting errors based on a physical canvassing and evaluation of sales/use tax generating businesses located in the City of St. Helena. These businesses are to be analyzed based on proprietary guidelines established by MRC, formulated through expert knowledge of corporate mergers and acquisitions, sales tax versus use tax, business marketing organization and methods, commercial/industrial sales/use tax reporting practices, and other conditions contributing to reporting errors.

5. Meet with designated City official(s) to review service objectives and scope, MRC workplan schedule, public relations and logistical matters. MRC will also establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing the project's progress.

   Note: with the exception of this initial meeting, MRC's service requires no time or effort on the part of City staff.

6. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists.

   Note: this is accomplished with the highest regard to discretion and professional conduct, as evidenced by the fact that MRC's allocation audits have involved more than 400,000 direct contacts with taxpayer businesses without a single complaint from a taxpayer, client or the State Board of Equalization. Our allocation audits are predicated on a noncontroversial, constructive, public relations approach which emphasizes the importance of each business to the City and the mutual benefits of correcting reporting errors.

7. Provide to the City and State Board of Equalization, reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/use tax revenue which should be forthcoming to the City of St. Helena.

8. Respond to negative findings by SBE with timely reconfirmation documentation in order to preserve the City's original dates of knowledge.

9. Receive and process sales/use tax quarterly distribution reports provided to City by SBE.

10. Monitor and analyze the quarterly distribution reports with audit focus on the following:

    a. Those accounts with previously detected reporting errors to ensure that the corrections are made for current quarters plus retroactive adjustments for eligible amounts improperly distributed in prior quarters.

    b. Those accounts representing 90% of the City's total sales/use tax revenue to identify and investigate significant aberrations (e.g., negative fund transfers, declines, deficiency assessments, etc.).

    c. Those accounts having a use tax designation to ascertain why the tax is being classified as use tax rather than sales tax.

    d. Those accounts receiving deficiency assessments to ensure that the City receives its local allocation.

11. Review the City's purchases to identify opportunities for the City to recover the local allocation on transactions subject to use tax. MRC will also prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

B. TYPES OF AUDITS

MRC's allocation audit service includes five distinctly different types of audits:

- o Initial and periodic field audits
- o Permitization audits
- o Deficiency assessment audits
- o Purchases audits
- o Quarterly Distribution Report audits

The nature of each audit is further described as follows:

1. FIELD AUDITS

MRC's initial and periodic field audits include a physical canvassing and evaluation of sales/use tax generating businesses located in the City. In the absence of this labor-intensive, time-consuming undertaking, significant misallocations will remain undetected.

MRC's field audits focus on those businesses located in the City from which the City has not been receiving sales/use tax revenue, but should be.

2. PERMITIZATION AUDITS

Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the jurisdiction in which they are located because their business operations do not include a point-of-sale qualifying activity.

However, these companies will often generate local sales/use tax from audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases.

MRC's field audits facilitate the identification and correction of improperly registered permits for companies not having point-of-sale operations in the City.

3. DEFICIENCY ASSESSMENT AUDITS

When the California State Board of Equalization audits a business for sales/use tax compliance, it is not uncommon for the business to receive a substantial deficiency assessment due to underpayments and/or undercollections.

In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, County pools or other jurisdictions.

Accordingly, MRC has developed proprietary criteria and techniques to detect and correct SBE deficiency assessment misallocations and thus expand the benefits produced by our allocation audit service.

4. PURCHASES AUDITS

When California customers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is typically collected by the vendor who in turn remits it to the SBE, with the local allocation distributed statewide or countywide through the pools, based on customer location.

Under certain conditions, the City may elect to self-accrue the use tax and remit it directly to the SBE, in which case the local portion will come back to the City in the same manner as sales tax.

MRC's purchases audits will include a review of the City's purchases to identify opportunities for the City to recover the local allocation on transactions subject to use tax. In this regard, MRC will prepare the documentation to facilitate the recovery, including assistance in preparing and filing the tax returns.

5. QUARTERLY DISTRIBUTION REPORT AUDITS

Every three months, the City receives a Quarterly Distribution Report (QDR) from the SBE with the local allocation amount broken down by permit number, grouped according to business code, for each account that has identified the City of St. Helena as the point-of-sale for the quarter ending three months prior to receipt of the QDR.

In conjunction with our initial field audit, we enter data from the current and previous eight QDRs for processing on our Sales Tax Analysis and Reporting System (STARS) in order to facilitate an ongoing sales/use tax audit program.

In the absence of such a program, there is no way of identifying misallocations that occur between field audits.

Our QDR audits have the same objective as our other allocation audits; to detect and correct taxpayer reporting errors and thereby generate new sales/use tax revenue for the City. However, our QDR audits focus on those accounts where we observe a decline in the City's sales/use tax revenue to either nothing or substantially less than what has been reported on an historical trend basis.

In most cases, the accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next QDR. Therefore, six months elapse before the QDRs indicate whether a zero balance account can be attributed to a late payment or some other problem.

Although most zero balances and substantial declines occur for valid reasons, our QDR audits are resulting in the detection and correction of numerous accounts that were reporting properly until they changed their sales/use tax reporting procedures and created misallocations.

Whether the reporting procedures are changed due to a merger/acquisition, turnover of tax administration personnel, computerization of the sales/use tax compliance function or other reasons we encounter, the local amount of California sales tax is typically misallocated because it is reported on either a consolidated, destination or use tax basis.

Considering that:

- there is a three-month lag time in reporting the quarterly sales tax distribution results
- there is a six-month lag time in reporting late-paying businesses that all appear as zero balance accounts on the previous QDR
- considerable time is required to input and analyze QDR data and contact the taxpayer in order to ascertain the cause of each potential misallocation
- under California SBE regulations, cities and counties may only recover misallocated revenue for the three quarters prior to the SBE being notified of the reporting error

it is obvious that the QDR audits must be conducted in a highly efficient and timely manner or the eligibility window closes and the opportunity for the City to recover misallocated revenue is forfeited.

C. CORRECTION OF MISALLOCATIONS

For each misallocated account detected, MRC will coordinate with the business and SBE to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/use tax improperly distributed in prior quarters. This task is simply stated, but enormously complex and time-consuming, for the following-described reasons:

When MRC detects taxpayer reporting errors, together with the reasons therefor, less than half of our audit work is accomplished. Most of our audit work is devoted to facilitating corrective action. This is largely due to the preponderance of reporting errors by out-of-state headquartered distributors, contractors, processors, manufacturers and lessors engaged in business-to-business sales in California. In terms of dollars, these companies account for more than 90% of misallocated sales/use tax revenue.

For these companies, there is considerable confusion due to the complexities posed by California's unique point-of-sale regulations. The reporting problems are further compounded when the regulations are applied to multiple California locations with each having a product/customer mix of business-to-business sales where some of the transactions are subject to sales tax, some are subject to use tax and some are exempt.

Unlike over-the-counter retail consumer outlets where all sales are taxable, business-to-business taxpayers sell to Original Equipment Manufacturers (OEMs), resellers and other types of exempt customers, as well as end users, with some products requiring installation affixing them to real property.

For convenience and expediency, it is common for taxpayers located outside of California to erroneously report by customer destination or characterize sales transactions as being subject to use tax or contractor-installed classifications.

The State Board of Equalization does not have sufficient staff or incentive to correct these types of misallocations.

In order to correct these complex reporting errors, MRC undertakes a travel-intensive liaison program to facilitate coordination and communication between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and State Board of Equalization personnel at Sacramento and the in-state/out-of-state District offices.

Implementation of corrective action normally requires that MRC's senior personnel travel to the taxpayer's headquarters to personally discuss the nature of the reporting error and applicable regulations with corporate tax counsel. The objective of these meetings is to correct the distribution reporting error by assisting the taxpayer in developing an allocation formula which is acceptable to the State Board of Equalization. (Note: All expenses incurred to provide the audit service are absorbed by MRC, including employee salaries, insurance, airfare, auto rentals, lodging, meals, communications, etc.).

D. TIMING CONSIDERATIONS

The SBE will only allow the City to recover misallocated sales/use tax for up to three quarters prior to the SBE being notified of the reporting error for a given account. Consequently, if a misallocating account has had its point-of-sale located in the City for more than three quarters, the City forfeits the right to recover a portion of its misallocated sales tax with every elapsed quarter that a reporting error remains undetected.

The preliminary workplan schedule following this page presents MRC's time frames for accomplishment of the prescribed tasks. As indicated, the initial field audit is to be completed within 90 to 120 working days following receipt of authorization.

By significantly accelerating the timetable for performance of the audit, MRC can convert a cost (forfeited revenue) into a benefit (recovered revenue).

Sales Tax Audit & Information

Schedule & Progress Chart

(Preliminary)

DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Contract Authorization	X												
Mobilization/Orientation	X												
Procure Permit Listing & Quarterly Distribution Reports	XX												
Clean-up,Standardize & Computerize Permit Listing & QDR Data	XXXXX	XX											
Deliver & Review with City STARS Reports & Inquiry System		X											
Physically Canvas and Evaluate Businesses in City	XXXXX	XXXX											
Develop Target List of Potential Misallocations	X	XXXXX											
Review MRC Field Protocol with City	X		X										
Contact Each Business on Target List		XXXXX	XXXXX										
Prepare, Deliver & Review Initial Audit Reports				X									
Coordinate w/Taxpayers & SBE to Correct Misallocated Accounts				===	===	===	===	===	===	===	===	===	==
Receive, Process, Monitor & Analyze Quarterly Distribution Reports			===	===	===	===	===	===	===	===	===	===	==
Ongoing Detection & Correction of Misallocated Accounts			===	===	===	===	===	===	===	===	===	===	==
Deliver Ongoing Audit & Information Service Reports			===	===	===	===	===	===	===	===	===	===	==
Prepare & Submit Quarterly Audit Progress Reports					===	===	===	===	===	===	===	===	==

X Full Time Effort = Part Time Effort As Required

E. QUARTERLY PROGRESS REPORTS

On a quarterly basis, MRC is to provide the City with audit progress reports to include, but not be limited to, the following:

1. Status of audit work in progress, including:

   a. Copies of reports provided to the SBE addressing each point-of-sale taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason for error and recommended corrective procedure.

   b. Copies of misallocation reconfirmation documentation, in response to negative findings by the SBE, in order to preserve original dates of knowledge.

2. Actual sales/use tax produced for the City by MRC's audit service on a quarterly and cumulative basis.

3. Projected sales/use tax revenue forthcoming to the City as a result of MRC's allocation audits, delineated according to source, timing and one-time versus ongoing.

4. Alphabetical listing of all misallocated accounts detected for the City by MRC including, for each, the permit number, correction status, payment amount received by the City, quarter to which payment is related and payment source (e.g., fund transfer, deficiency assessment, etc.).

II. INFORMATION SERVICES

The sales tax module will enable MRC to assist the City of St. Helena to maintain and enhance revenue by developing and implementing strategies and solutions based on:

- o Revenue Recovery Audits
- o Business Retention
- o Business Expansion
- o Fiscal Impact Analysis
- o SWOT* Analysis
- o Revenue Forecasting
- o Strategic Planning
- o Special Studies & Reports

Examples of these applications using the sales tax module are summarized as follows:

- ❑ Revenue Recovery Audits

  The logical starting point for any city seeking revenue enhancement is to make sure it is receiving all the revenue it is entitled to from its businesses and intermediaries.

  Computerized access to sales tax registration and allocation data facilitates the auditing of sales tax and other City revenues. For example, the GRIP sales tax module includes a quarterly updated Sales Tax Inquiry System installed by MRC on IBM compatible PCs, designated by the City, to provide the City's business license staff with on-line access to sales tax information on all businesses that the SBE has registered to the City (further discussed below under sales Tax Inquiry System).

- ❑ Business Retention

  Many cities are unaware that 80% or more of their general fund revenue is generated by 10% to 25% of their businesses. It is thus commonplace for cities to inadvertently neglect or alienate businesses that are vital to the their fiscal health and allow - or unintentionally encourage - these businesses to leave, and take their revenue with them.

  The sales tax module includes a quarterly updated report on the City's major (and top 100) sales tax producers ranked in order according to level of sales tax produced for current and prior periods.

  With this accurate information, the City can develop and implement proactive public relations programs that will help retain these vital businesses and their revenue through improved communication and cooperation.

* Strengths, Weaknesses, Opportunities, Threats

- Business Expansion

On a regular basis, taxpaying businesses (including institutions and government agencies) make arbitrary decisions that have positive and negative impacts on the City's revenue.

Typically, these taxpayers do not realize the revenue impact their decisions have on the City and the discretionary latitude they possess to enhance or impair City revenues.

By combining a the sales tax analysis with our knowledge of how the administrative procedures of taxpayers and intermediaries affect City revenue, MRC can identify those taxpayers with the greatest potential for enhancing City revenue through modification of their procedures.

In addition to retaining vital businesses, a proactive taxpayer relations program enables the City and its taxpayers to explore opportunities for enhancing revenue without creating additional tax liability.

- Fiscal Impact Analysis

Many cities charge impact fees that partially defray estimated infrastructure costs caused by development.

Rarely, however, is a provision made to recover the deficit produced when the ongoing actual cost for a county or City to service a development or business exceeds the general fund revenue produced. For this reason, many cities unknowingly subsidize developments and businesses that are not paying their way. Which is one of the reasons revenue shortfall gaps are widening.

- SWOT Analysis

Every City has unique Strengths, Weaknesses, Opportunities and Threats (SWOTs) that affect its businesses and therefore its revenue base. Current examples include:

- Major businesses migrating inland at a record pace to avoid urban traffic congestion, high housing and land costs, and long-distance commutes for their employees
- Legally binding decisions entitling major industries and businesses to budget-busting tax reductions, exemptions and refunds
- Much of a jurisdiction's general fund revenue being generated by businesses in an industry which expects a prolonged economic downturn

To develop reliable revenue forecasts and proactive strategic plans that will maintain and enhance revenue, cities must be able to assess how constantly changing external dynamics translate to SWOTs for their businesses and revenue bases. The sales tax module provides much of the basis for this type of assessment.

- Revenue Forecasting

Although the downside implications for errant revenue forecasting can be severe and embarrassing, the typical city has no reliable basis for assessing how actual and potential changes or unusual developments will impact its revenue base and fiscal future.

Based on a SWOT analysis, MRC can assist the City in developing "what if" sales tax revenue forecasts based on pessimistic, optimistic and mixed-assumptions scenarios. This analysis is especially important to the City when an adverse impact is of sufficient magnitude to cause fiscal crisis. Developing these scenarios will lead the City to strategic planning that will help avoid catastrophic outcomes.

- Strategic Planning

In order to develop and implement a strategic plan for maintaining and enhancing revenue, the City must be able to define its Strengths, Weaknesses, Opportunities and Threats (SWOTs).

With the sales tax module, MRC can assist the City in assessing its SWOTs and, based on that assessment, developing a strategic plan which will:

- Maintain and enhance revenue by capitalizing on the strengths and opportunities
- Contain losses by taking defensive steps to eliminate or reduce weaknesses and threats

- Special Studies & Reports

Cities frequently need special studies or reports for purposes such as:

- Negotiating revenue-sharing agreements with private developers, business users and other jurisdictions
- Evaluating and monitoring performance in specific developments, project areas, annexation areas, etc.
- Analyzing retail sales leakage
- Planning project development for revenue generation
- Promoting the City for business and industry

MRC's sales tax module provides the basis for estimating, tracking and evaluating revenue generation by land use, development, user, industry, parcel, address or designated geographic area. This multi-dimensional capability simplifies the task of planning and producing special reports and studies.

The sales tax module consists of a Sales Tax Inquiry System, STARS reports and related consulting, further described as follows:

A. SALES TAX INQUIRY SYSTEM

MRC will install and update quarterly the City's sales tax registration and allocation data on IBM compatible PCs designated by the City. MRC will also train authorized City staff in the use of the Inquiry System and an easy-to-follow user manual, also furnished by MRC.

Because the Sales Tax Inquiry System contains confidential information, access is limited to authorized personnel by making the System password - protected.

The Inquiry System will enable City staff to analyze the contribution of sales/use tax revenue from each business in the City, on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center or other geographic area.

All sales tax data processed by MRC is located on the Inquiry System. History for each account can be called up by account number and even by business tax registration number(s), if the latter are added to the Inquiry System. MRC has made the Inquiry System extremely user-friendly, even incorporating different types of name and address searches. For example, the address search only needs the street name and will fill in the direction and proper abbreviation for the street type.

Also, in looking up a particular type of business segment, a listing of business codes is shown on a "pop up" menu to help the user identify which code to select. The Inquiry System can also be used to geo-code specific areas such as business districts, shopping centers, project redevelopment areas, industrial parks, etc. MRC's Inquiry System will even generate the geo-coded addresses, thus eliminating the need to manually place a code by each business in a geo-area. The System will also eliminate a geo-area in a global command rather than having to eliminate geo-coded accounts one-by-one when removing a geo-area.

MRC's Sales Tax Inquiry System would be a particularly valuable tool for administration of the City's business license tax program.

B. STARS (SALES TAX ANALYSIS & REPORTING SYSTEM) REPORTS

Quarterly, MRC will provide the City with an updated set of bound STARS reports (sample enclosed), a powerful information tool that allows the City to understand the sources of locally generated sales tax revenue and to evaluate the changes in the City's economic base that cause fluctuations in this major revenue. The scope of MRC's STARS reports includes, but is not limited to, the following:

1. Cleaning up, standardizing and automating data from the City's sales/use tax distribution reports provided by SBE for eight (8) previous quarters, current quarter and each future quarter of service. This is done to provide two benchmark years in the initial report to the City. Amounts for the most recent quarter are included in each STARS report, but are not used for benchmark purposes as many accounts are incomplete due to late-paying businesses.

2. Receiving and processing sales tax distribution reports quarterly.

3. Reorganizing and refining the computerized sales tax data for the City utilizing MRC's STARS.

4. Identifying and analyzing the City's major sales tax producers.

All major sales tax producers and business categories are monitored and analyzed quarterly based on reports to include the following:

a. Management Summary, Sales Tax Digest, Charts. MRC's STARS reports include a Management Summary that provides city management with highlights of sales tax performance for the most recent quarter. Economic category and specific business activity are presented in written and graphical form in this confidential document; a non-confidential Sales Tax Digest that presents performance analysis in economic terms only, allowing for distribution to all desired audiences without compromising the confidentiality of sales tax information; and, five color charts that portray graphically the City's sales tax performance and composition.

b. Analysis Section. The Analysis section of MRC's STARS reports compares the sales tax performance for the latest complete quarter/report benchmark year to previous quarters and years. This section, which is an exclusive MRC report, was instituted to replace cumbersome manual comparisons between quarters and years.

The Analysis Section includes the following:

1. Sales-Tax-Reconciliation Report - a comprehensive one-page summary of cash flows received by the City from the State Board of Equalization (SBE) over the last 8 quarters, simplifying tracking of electronic deposits, monthly advances, "clean-up payments", administration fees, and state and county pool amounts received from the SBE. Also, monitoring SBE advance accuracy while showing the correlation between three methods of recording sales tax revenue receipts
2. Historical Cash Collection Analysis - helps in the budget and forecasting process, sorts out payment type, quarterly cash receipts from SBE for the last eight quarters, identifies "one-time" payments, fund transfers, accounting adjustments, and other aberrations that are not part of the "normal" sales tax revenue stream
3. Historical Performance of the Top 100 Accounts - identifies ranking of key businesses for up to four years
4. Sales-Tax Change Analysis - an automated analysis of changes that occurred by economic category and business sector; identifying specific businesses that contributed to the change; and indicating which key businesses grew or declined, measured in absolute dollars and percentages.

Quarterly aberrations due to SBE audits, fund transfers and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.

c. Major (and Top 100) Sales Tax Producers. Sales tax performance of the top 100 sales tax accounts is shown in order of sales tax produced with the results for the last five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.

d. Sales Tax Accounts by Business Code. This report shows the various business codes assigned by the SBE and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each account. The City may select the cut-off level of this report (i.e., all accounts or just accounts that produce over a certain amount per year). Misclassified sales tax accounts are corrected to make the report a true reflection of sources of the City's sales tax income.

e. Historical Sales Tax Composition By Economic Category. Data is summarized by economic category and by business sector making up each category. Sales tax trends are shown by quarter and by successive benchmark years. Ranking, percent and amounts of sales tax are also shown to indicate trends in sales tax composition as well as performance.

Growth and decline comparisons are indicated by various categories for use in forecasting and historical analysis.

f. Sales Tax By Account/Sub-Number. The SBE does not provide the specific sales tax amounts generated by each individual location of a firm with multiple locations in the same city. Such a breakdown is needed if the City is to track sales tax by specific geo-areas, such as shopping centers, redevelopment areas, business districts, industrial parks, etc. STARS allocates sales tax by location and even customizes difficult allocations such as auto dealers with showrooms, leasing, used cars, and body repair shops. This report shows the amounts allocated to each individual location for a firm with multiple locations in the City.

g. Geo-Area Analysis Report. An effective tool for ongoing monitoring of sales tax revenue from address-specific locations such as redevelopment areas, shopping centers, new developments, etc. Provides totals by geo-area and business code within geo-area. Commonly used by economic development and redevelopment.

h. Cross Reference Reports. These reports allow the user to look up any account shown in the STARS reports by name, address, or account number.

i Special Business Tax Report. MRC's STARS service includes a report that is specifically designed to facilitate the City's business license tax administration by replacing the manual yellow registration control cards.

These cards come in no particular order and are cumbersome to use. MRC produces a printed report each quarter that lists all changes to the City's sales tax records by the type of change (i.e., new businesses, closed businesses, new addresses, new owners, etc.). Under each type of change the accounts are in clean address order.

By correcting, cleaning up and standardizing addresses, business names, and business classifications on all of the City's sales tax generators, MRC is able to provide the City's business licenses staff with another valuable audit tool. MRC will also provide the City with a copy of the cleaned up sales tax files on floppy disk or nine-track tape if the City wishes to add the data to its database.

j. Corollary Information Services. In addition to the STARS report, MRC provides as a part of the information service, a quarterly updated sales tax forecast for the current and subsequent fiscal year, regional per capita analysis reports , and the *MRC Insights*, which contains valuable economic analysis on a regional and countywide basis plus current issues of interest.

C. CONSULTING SERVICES

In conjunction with the Sales Tax Inquiry System and STARS reports, MRC shall provide consulting services to include:

1. Providing City staff with post-audit sales tax orientation:

   a. Conducting technical seminar on California's local sales tax distribution process

   b. Training staff in the fundamentals of sales/use tax allocation auditing should the City desire to assume responsibility for future maintenance of local retail accounts internally.

2. Preparing and analyzing a list of the City's major sales/use tax generators to assist the City in developing a public relations program to prevent the loss of these important businesses.

3. Profiling for Economic Development personnel the most economically desirable/undesirable types of developments/business uses and the reasons why.

4. Providing a list of businesses located (or doing business) in the City that are not presently producing as much sales/use tax to the City as they could be through constructive changes in marketing/purchasing procedures (with the City's approval, MRC will assist the City in pursuing these opportunities and implementing the changes).

5. Assisting in defining specific geographic areas for which the City would have an interest in knowing the sales/use tax produced.

6. Serving as a resource to assist the City on an "as-needed" basis by providing legal and technical support on sales/use tax issues and questions regarding proposed legislation, estimated revenue on proposed projects, revenue-sharing negotiations, retail sales leakage, budget projections, etc.

D. TIMING

MRC shall commence preparing the Sales Tax Inquiry System and STARS reports within 10 working days following receipt of the following:

- Contract approval and resolution designating MRC as the authorized City Consultant to examine sales and use tax records (see Exhibit C); and

- State Board of Equalization quarterly distribution reports for most recent nine (9) consecutive quarters.

The initial Sales Tax Inquiry System shall be delivered and installed on IBM compatible PCs designated by City, together with the STARS reports, within 45 working days following receipt of the above. The quarterly updated Inquiry System and STARS reports will be delivered to the City within 30 working days following receipt of the quarterly distribution reports.

MRC will provide consulting services to the City in conjunction with delivery of the Inquiry System and STARS reports following completion of the enhancement audits.

III. COMPENSATION

In order to make MRC's services self-funding for the City, MRC's compensation for providing audit services shall be entirely predicated and contingent upon MRC's audits producing new sales/use tax revenue that would not otherwise have been received by the City, further described as follows:

A. ALLOCATION AUDIT SERVICE

MRC's compensation for providing the allocation audit service is 25% of the new sales/use tax revenue received by the City as a result of MRC detecting and correcting the related point-of-sale/use distribution error. Said 25% applies to each correction for fund transfers (i.e., retroactive adjustments for eligible amounts improperly distributed in prior quarters) and the first six consecutive reporting quarters following completion of the audit by MRC and confirmation of corrections by the State Board of Equalization.

Sales/use tax audit invoices are submitted quarterly after the City has received the revenue from the correction and quarterly distribution report verifying it. Each invoice is to include the business name, permit number, local allocation amount received by the City and amount due MRC. Invoices are due and payable upon receipt.

If the City has an additional ("backstop") revenue enhancement audit program (staffed by internal or external personnel), it is understood and agreed that MRC must detect and document in writing to the State Board of Equalization each individual error/omission at least one calendar quarter prior to the City doing so. Otherwise, the City shall be entitled to receive compensation for detecting and documenting any such error/omission which has resulted in deficient payment to the City. For this purpose, the City and MRC shall provide copies to each other of notices submitted to the State Board of Equalization.

B. INFORMATION SERVICE

MRC shall provide the Sales Tax Analysis and Reporting Service for $500 per quarter or $2,000 for the full year, including expenses, payable only after the City has received the STARS Query System and the STARS Digest(s).

The City shall be entitled to recoup said $2,000 from the first funds realized from audit activities prior to calculating MRC's contingent compensation.

The following computation illustrates a hypothetical example:

New sales/use tax revenue produced for City from MRC audit service	$ 10,000
Less: STARS Quarterly fee @ $500 (Recoup)	2,000
	8,000
Less MRC compensation for audit service @ 25%	-2,000
Net new sales/use tax revenue to City after compensating MRC for audit and information services	6,000

C. EXPENSES

All expenses incurred by MRC in providing the sales tax audit and information services are absorbed by MRC. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, keypunching, computer processing, clerical, communications (e.g. personal meetings, telephone, mail, etc.) photocopying, overhead and miscellaneous out-of-pockets for consumable supplies and research material such as maps, directories, etc.

IV. QUALIFICATIONS

Since its inception in 1978, Municipal Resource Consultants (MRC) has specialized in providing innovative revenue enhancement audit services to municipalities located throughout California. MRC is the only firm in California (or the rest of the country), offering these proprietary enhancement audit services that encompass all sources of municipal tax revenue.

MRC's revenue enhancement audit services are complemented by geobased management information programs and consulting in areas such as strategic planning, economic development and redevelopment.

In 1978, MRC pioneered the concept of revenue enhancement consulting with its sales tax services for California municipalities. Since then, MRC has established a track record of consistently impressive results by providing ongoing revenue enhancement services to more than 150 California municipalities. To date, MRC's sales tax audits have produced more than $250 million for the clients served.

MRC's revenue enhancement services are designed to provide clients with an ongoing, readily measurable economic return that is many times greater than the amount invested in the service.

On behalf of the clients served, MRC's revenue enhancement audit findings and recommendations have been validated and accepted by third party intermediaries throughout California, in addition to thousands of corporate tax departments throughout the United States.

MRC's 70 member staff serves California cities from six in-state office locations.

Please refer to Exhibit D for a representative list of MRC client cities, results achieved and references.

V. PROJECT TEAM

In providing sales tax audit and information services to the City, MRC will be employing a project team approach. MRC's team for providing these services consists of 25 full-time, permanent MRC employees and 1 attorney specializing in sales/use tax law. Project team personnel are listed below according to project role and functional area of specialization, further described as follows:

Project Co-Directors: John Austin & Allen Charkow

As Project Co-Directors, John and Allen are responsible for the overall quality control and timeliness of the project. They are also responsible for making MRC's resources available to the project and assisting in the technical direction, management and liaison activities.

Both John and Allen will be personally involved in providing MRC's sales tax audit, information and consulting services to the City. John is responsible for the design and provision of MRC's sales/use tax enhancement services, contract negotiations and client relations. Allen is responsible for the development and implementation of MRC's data processing and geobased information systems for auditing, monitoring, analyzing and projecting sales tax revenue.

Administrative Liaison - Doug Jensen

Doug is an Administrative Liaison for selected California cities and counties. As Administrative Liaison, he has primary responsibility for interfacing between the City and MRC project team personnel, public relations, logistical matters, coordinating and participating in meetings, and keeping the City apprised of MRC's progress through written and oral communications. Doug has been with MRC for over 3 years. He earned his Bachelor Degree in Business Administration/Accountancy from California State University in Fresno.

Project Manager - Hunter Austin

As Project Manager, Hunter has day-to-day responsibility for the technical direction and coordination of the project, including the methodology and procedures utilized in detecting, documenting and correcting sales/use tax misallocations. In this capacity, his duties encompass creation and implementation of the workplan, including scheduling, coordinating and monitoring the activities of other project team members.

Legal Counsel - Al Koch

When MRC's auditors or clients have questions or issues involving interpretation of sales/use tax law, they rely on the legal counsel of Al Koch.

Mr. Koch serves as general counsel to Municipal Resource Consultants and conducts an individual practice in Glendale, CA focusing on California sales and property tax and multi-state franchise and income taxation and federal and state taxation of financial institutions, exempt organizations, and real estate. He is a member of the CEB Tax Advisory Committee and past member of the Executive Committee of the State Bar Taxation Section, and Past Chair of its State and Local Tax and State Tax Legislation Coordinating Committees. He is a past member of the California Franchise Tax Board Advisory Committee, a member of the Tax Management Advisory Board (Estates, Gifts and Trusts) and was formerly Chair of the L.A. County Bar Tax Section and the ABA Tax Section Committee on Banking and Savings Institutions. Mr. Koch was a partner of Morrison & Foerster and served as Vice President and Assistant General Tax Counsel of Bank of America. He is a graduate of Yale University and the Harvard Law School and resides in Pasadena.

Data Processing & Detection Analysis

Personnel listed under Data Processing and Detection Analysis are responsible for:

- Creating MRC's quarterly STARS reports and Sales Tax Inquiry System
- Developing MRC's target list of potentially misallocated accounts based on a physical canvassing and evaluation of sales/use tax generating businesses located in the unincorporated area of the County
- Monitoring quarterly distribution reports for aberrations

For these purposes, MRC has developed proprietary electronic mapping and data processing technology.

Detection Auditing

Personnel listed under Detection Auditing are responsible for contacting target list businesses to determine whether allocation reporting errors exist and, for each misallocation detected, developing the substantiating documentation to be included in MRC's reports for submission to the County and State Board of Equalization.

Correction Auditing

Personnel listed under Correction Auditing are responsible for:

- Correcting misallocated accounts by working with personnel at the taxpayer's local operation and corporate headquarters and the State Board of Equalization's in-state/out-of-state District offices and Local Tax Unit in Sacramento

- Preserving the City's original dates of misallocation knowledge by responding to the SBE's negative findings with timely reconfirmation documentation

- Recovering for the City eligible amounts misallocated in prior quarters.

Consulting

Personnel listed under Consulting have liaison responsibility for providing to the City sales tax module services, consisting of the Sales Tax Inquiry System, STARS reports and consulting to assist the City in developing and implementing strategies and solutions for:

- Enhancement Audits
- Business Retention -
- Business Cooperation
- Fiscal Impact Analysis-
- SWOT* Analysis
- Revenue Forecasting
- Strategic Planning
- Special Studies & Reports

* Strengths, Weaknesses, Opportunities, Threats

VI. CERTIFICATION OF CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a City or county may authorize persons other than officers and employees to examine State Sales and Use Tax records.

A. MRC is authorized by this Agreement to examine sales and use tax records of the State Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

B. MRC is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

C. MRC is prohibited from performing consulting services for a retailer during the term of this Agreement.

D. MRC is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this Agreement has expired.

Information obtained by examination of State Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056(b) of the Revenue and Taxation Code.

The resolution shall designate MRC as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056(b)(1) of the Revenue and Taxation Code (see Exhibit C).

MRC hereby certifies that any and all information examined in the conduct of work performed is to be utilized only for those purposes authorized by the City and by the Bradley-Burns Uniform Local Sales and Use Tax Law.

CITY OF ST. HELENA

RESOLUTION NO. 2021-___

RESOLUTION AUTHORIZING AN AMENDMENT AND NOVATION AGREEMENT BETWEEN MUNICIPAL RESOURCE CONSULTANTS AND MUNISERVICES, LLC

RECITALS

A. On June 11, 1996, the City of St. Helena and Municipal Resource Consultants (MRC) entered into an agreement to provide sales/use tax allocation audits and sales tax projections for the City of St. Helena; and

B. On November 29, 2006, MRC changed its name to MuniServices, LLC; and

C. MRC, now MuniServices, LLC, has been authorized to examine transactions and use tax records for the California Department of Tax and Fee Administration (CDTFA – formally the State Board of Equalization); and

D. Recently MuniServices, LLC and the City were advised by CDTFA that, based on a recent review of the City's contract with MuniServices, LLC and Resolution 2017-4, there are inconsistencies in the name and CDTFA is now requiring that all Sales, Transaction and Use Tax contracts and resolutions consistently reference the same company name, MuniServices, LLC, to property comply with Revenue and Taxation Code section (RTC) 7056, subsection, subdivision (b); and

E. The inconsistency in the name is a result of various acquisitions over the years; and

F. CDTFA Legal Department has agreed that this can be done with a contract novation agreement referencing the City's existing contract, which CDTFA has approved.

RESOLUTION

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

1. Approves the Amendment and Novation Agreement between Municipal Resource Consultants and MuniServices, LLC; and
2. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES

RECITALS

WHEREAS, pursuant to Ordinance Number 2016-10, the City of St. Helena (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales or transactions and use taxes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales or transactions and use taxes; and

WHEREAS, the City Council of the City of St. Helena deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, Administrative Services Director, and the Assistant Administrative Services Director, or other officer or employee of the City designated in writing by the City Manager, Administrative Services Director, and the Assistant Administrative Services Director to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales

or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by the examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract.

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and MuniServices, LLC:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from, those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department.

Section 4. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribtuion of sales or transactions and use taxes that was filed by MuniServices, LLC. on behalf of the City pursuant to the contract between the MuniServices, LLC. and City. The person or entity designated by this section meets all

of the following conditions, which are also included in the contract between the City and the MuniServices, LLC.:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 5. That this resolution rescinds Resolution No. 2017-4 and supersedes all prior resolutions of the City Council of the City of St. Helena adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

I, Cindy Tzafopoulos, City Clerk of the City of the City of St. Helena, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of St. Helena, at a regular meeting of said Council held on the 8th day of June, 2021, by the following roll call vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2021-046 in the amount of $50,000 with Interwest for a total contract amount not to exceed $90,000 for contract planning services.**

CEQA Determination: **Not a CEQA project**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In the past 12 months, the City has undergone a series of local emergencies which has limited the ability of the Planning Department to maintain capacity to be responsive to development applications filed for Planning Commission action. Additionally, the retirement of Chris Gustin, a part-time planner in 2020, further compounded the capacity challenges in the Department. Prior to the necessary budget reductions due to the COVID-19 pandemic, the City had a funded, but vacant, Associate Planner position.

With the increased workload of the department, on January 9, 2021, the City and Interwest Consultants entered into a Professional Services Agreement STH Contract: FY2021-046 to provide Planning staffing support for a not-to-exceed amount of $25,000 (Attachment 2). In April 2021, the first amendment to that contract was approved by City Council for an amount $15,000 to allow the planning support to continue to the end of the fiscal year (Attachment 2). The professional services includes part-time general planning support for a variety of development applications the City may receive.

DISCUSSION

In an effort to continue assisting the City with this support, Interwest is proposing that Chantal Power, an Associate Planner, continue fill this need. Ms. Power is an experienced planner and has worked on a variety of discretionary applications for other local agencies. The majority of work will primarily be on use permit applications, design review, and lot line adjustments. Ms. Power currently has three planning applications under review and two items for the June Planning Commission meetings. Senior Planner Hecock also continues to work on discretionary applications in addition to his new added responsibility as the Project Manager for the Housing Element Update.

Based on department need, staff recommends Amendment No. 2 to Interwest's professional services agreement (Attachment 3) to continue additional support needed to fulfill the City's desire to maintain high customer service levels in the Planning Department. The recommended contract amendment is for an additional $50,000 for a not-to-exceed amount of $90,000.

FISCAL IMPACT

The estimated fiscal impact of this contract amendment is $50,000 for a not-to-exceed amount of $90,000. The Draft FY 2021-22 operating budget includes $50,000 for contract planning services.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution.

ATTACHMENTS

Attachment 1 - Resolution- STH Contract FY2021-046 01A Interwest Planning Services 6-22-2021
Attachment 2 - STH Contract FY2021-046 Interwest - St Helena PSA Planning Services Interwest
Attachment 3 - STH Contract FY2021-046-01A Interwest Planning Services Amendment #1 Executed
Attachment 4 - STH Contract FY2021-046-02A Interwest Planning Services

CITY OF ST. HELENA

RESOLUTION NO 2021-

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #2 FOR PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST; STH CONTRACT NO: 2021-046 PERTIANING TO CONTRACT STAFF PLANNING SERVICES FOR AN ADDITIONAL $50,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $90,000.

RECITALS

A. On January 19, 2021, The City of St. Helena and Interwest entered into an agreement to provide contract planning services to support the Planning Department with development review application processing; and

B. The City of St. Helena desires to continue utiziling Interwest to continue to assist the City through FY 2021-2022 on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include processing a variety of discretionary planning applications, including site plan review and comment, inter-department coordination, staff reports and presentations to the Planning Commission; and

D. The City of St. Helena and Interwest now desire to amend the Agreement for an additional $50,000 for a total amount not-to-exceed $90,000.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 2 to STH Contract: FY2021-046 in the amount of $50,000 with Interwest for a total contract amount not-to-exceed $90,000.

Approved at a Regular Meeting of the St. Helena City Council on June 22, 2021, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hardy: _____

Councilmember Hall: _____

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

STH Contract: FY2021-046

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 19, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Interwest (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Assistance with Planning and Development Review.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services"**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, "Compensation"** attached hereto and made a part hereof. Total compensation shall not exceed $25,000 unless additional compensation is approved in accordance with Section 2.

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

and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs)

(collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

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

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery

request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. 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.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: Interwest
Attn: Paul Junker
pjunker@interwestgrp.com
916-838-8384

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

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

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Mike Kashiwagi
Title: Chief Operations Officer

City:

By: Mark T. Prestwich
Digitally signed by Mark T. Prestwich
Date: 2021.01.19 08:57:36 -08'00'
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: ethan. walsh@bbklaw.com
Digitally signed by: ethan. walsh@bbklaw.com
DN: CN = ethan.walsh@bbklaw.com
Date: 2021.01.24 13:57:10 -08'00'
Name: Ethan Walsh
Title: City Attorney

January 11, 2021

Maya DeRosa, AICP, Planning and
Building Director City of St. Helena

Planning & Community Improvement
Department 1572 Railroad Avenue

St. Helena, CA 94574

RE: Interwest Consulting Group- Contract Staffing Scope of Services

Dear Ms. DeRosa,

Please accept this Scope of Services for the Interwest Consulting Group (Interwest) Planning Services Group to assist the City of St. Helena. We understand the City anticipates the need for assistance with processing development applications at the Principal Planner and Associate Planner levels. The attached scope of services addresses these specific as well as other services that the City might find beneficial.

Typically, we initiate services with a relatively broad scope of services to allow our clients the flexibility to address staffing needs, and then individual task orders are prepared for client approval that define specific efforts such as an individual project and include a funding amount. Our work would then be limited to the specific services and budget identified in the task order.

Our staff will be directed from our Roseville office, which provides professional staff performing functions in all our disciplines. Our Project Manager, Eric Norris, will be your direct point of contact and will process complex project entitlements. Chantal Power will serve as an Associate Planner, processing less complex entitlements under Eric's supervision. Additional staff will be available as needed and requested by the City.

We appreciate this opportunity to assist the City of St. Helena with Planning services.

Respectfully Submitted,

Michael Kashiwagi, PE
Chief Operations Officer
Interwest Consulting Group

Paul Junker
Planning Services Group Leader
Interwest Consulting Group

Scope of Services

Scope of Services

Upon award of contract and approval of Task Order or similar authorization, our Project Manager will set up a meeting with key City staff to learn the City's planning and development review practices, acquire any needed regulatory and policy documents, gain an understanding of key issues and concerns of your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. Within this meeting, we would request the following:

- Copies of or access to applicable policy documents that would govern review of projects (general plan, zoning code, specific plans, development standards, design guidelines, etc.).
- Guidance and direction on the City's project tracking systems and processes for preparing and reviewing project staff reports.
- Schedule of meetings, including timing of hearing notices, submittal of draft and final staff reports/project packets.
- Access to the City's project application submittal and tracking system.
- Briefings on key community issues that might not be clearly reflected in adopted policy documents.

Prior to beginning work on any assignment, Interwest will prepare a brief Task Order that will include a description of services to be provided and a not to exceed funding amount. Specific services the City may wish to assign to the Interwest under this scope of services include:

Project Entitlements

Interwest staff will assist the City with processing of entitlement applications as assigned by the City. The appropriate level of staff person will be identified by the City. Typical efforts for processing an entitlement application may include, but may not be limited to:

- Pre-Application Meetings
- Project Initiation
- Application Routing
- Application Completeness Review
- Coordination and Communication (City and Applicant Team)
- CEQA Scoping
- Project Conditions of Approval
- Preparation of Hearing Notices
- Planning Commission and City Council Packets
    - Staff Reports
    - Resolutions and Ordinances
    - Presentations
- Planning Commission and City Council Hearing
- Closeout of Application

Based upon the complexity of the application, the project review will be completed by either Eric Norris or Chantel Power. Should such need arise, Interwest may propose an alternative project planner for consideration and approval by the City.

Advanced Planning

Interwest staff will be available to assist the City with Advance planning if and when the need arises. Such Advance Planning support could include updates to City development standards, adoption of regulations as mandated by the State, and similar efforts as might be identified by the City.

Minor Applications

Interwest staff will be available to assist with ministerial applications as needed and as directed by the City. Such application might include use permits, temporary use permits, sign permits, building permit plan checks and many other minor approvals require the attention of Planning staff.

Special Studies

Interwest staff will be available to assist with special planning studies as needed and as directed by the City. Such studies might be required by the City to support the adoption of regulations to address new issues (ride share businesses, Airbnb, commercial cannabis, etc.), changing state regulations (housing, small scale and 5G cellular systems, water conservation, climate change, etc.) or other duties and obligations related to planning.

Attachment B - Compensation

Cost

The rates listed below would apply to all of the project types described above. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

STH Contract: FY2021-046-01A

AMENDMENT #1
FOR PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST; STH CONTRACT NO: 2021-046 PERTIANING TO CONTRACT STAFF PLANNING SERVICES FOR AN ADDITIONAL $15,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $40,000.

This First Amendment to Professional Services Agreement with Interwest STH Contract: FY 2021-046 dated January 19, 2021 ("Agreement") is made as of this 27th day of April, 2021 by and between the City of St. Helena and Interwest, Inc.

RECITALS

A. On January 19, 2021, The City of St. Helena and Interwest entered into a Professional Services Agreement to provide contract planning services to support the Planning Department with development review application processing; and

B. The City of St. Helena desires to continue utiziling Interwest to continue to assist the City on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include processing a variety of discretionary planning applications, including site plan review and comment, inter-department coordination, staff reports and presentations to the Planning Commission; and

D. The City of St. Helena and Interwest now desire to amend the Agreement for an additional $15,000 for a total amount not-to-exceed $40,000.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation, is amended to read as follows:

   "Total fiscal year annual compensation shall not exceed $40,000…"

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: Thomas P Wilkas

Title: CFO

CITY OF ST. HELENA
a Municipal Corporation

By: Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2021.04.27 20:44:11 -07'00'

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

ethan.walsh@bbklaw.com Digitally signed by: ethan.walsh@bbklaw.com DN: CN = ethan.walsh@bbklaw.com Date: 2021.04.28 16:00:01 -07'00'

Ethan Walsh, City Attorney

Attachment A - Compensation

Cost

The rates listed below would apply to all of the project types described above. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

AMENDMENT #2

FOR PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST; STH CONTRACT NO: 2021-046 PERTIANING TO CONTRACT STAFF PLANNING SERVICES FOR AN ADDITIONAL $50,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $90,000.

This Second Amendment to Professional Services Agreement with Interwest STH Contract: FY 2021-046 dated June 22, 2021 ("Agreement") is made as of this ____ day of _____, 2021 by and between the City of St. Helena and Interwest, Inc.

RECITALS

A. On January 19, 2021, The City of St. Helena and Interwest entered into an agreement to provide contract planning services to support the Planning Department with development review application processing; and

B. The City of St. Helena desires to continue utiziling Interwest to continue to assist the City through FY 2021-2022 on an as-needed basis in accordance with the established billing rates (Exhibit A); and

C. Expected services include processing a variety of discretionary planning applications, including site plan review and comment, inter-department coordination, staff reports and presentations to the Planning Commission; and

D. The City of St. Helena and Interwest now desire to amend the Agreement for an additional $50,000 for a total amount not-to-exceed $90,000.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation, is amended to read as follows:

   "Total compensation shall not exceed $90,000…"

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Attachment A-Compensation

COST

The rates listed below would apply to all of the project types described above. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. Our rates will be firm for the first year of the agreement. In addition, there is no charge for shipping, supply, or material costs. The rates displayed in the fee schedule below reflect Interwest's current fees.

SCHEDULE OF HOURLY BILLING RATES

Classification	Hourly Billing Rate
Planning Services	
Principal Planner	$150
Senior Planner	135
Associate Planner	120
Assistant Planner	80
Administrative Assistant	60

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution authorizing an three year agreement with the California Department of Forestry and Fire Protection/Cal Fire for Fire/Emergency Dispatch Services in an amount not-to-exceed $233,956.**

CEQA Determination: **Not a CEQA project**

Prepared By: John Sorensen, Fire Chief

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Cal Fire has provided dispatching services to the City of St. Helena's Fire Department for over 50 years. The current agreement between the City and Cal Fire expires on June 30, 2021. A three-year successor agreement is recommended.

The current dispatching contract provides St. Helena with year-round dispatching services and requires St. Helena to pay for one-quarter (1/4) of a full-time Communication Operator's salary and benefits (dispatcher). The new three-year successor agreement recommends an increase of the cost share to one-half (1/2) of a Communication Operator for each year of the new contract. The reason for the increase is described below.

On August 1, 2018, the St. Helena Emergency Command Center began Emergency Medical Dispatching (EMD) for the customers served by the Napa County Fire Department within the unincorporated areas of Napa County. By nature of current dispatch contracts, this service was also provided, among others, to the cities of St. Helena and Calistoga.

EMD is a caller interrogation tool which allows for dispatchers to provide pre-arrival instructions to callers with medical emergencies. The program used is an industry standard, is sanctioned, and is monitored by the licensing company (Priority Dispatch) and the Local EMS Authority. The training is extensive and continual quality assurance and quality improvement standards are required to maintain the license. This has proven to be a life-saving tool that was previously unavailable, as critical medical advice is now being given as soon as the caller is on the phone, whereas before having an EMD process, callers had to wait for the first arriving unit before any sort of medical care or advice was initiated.

The 2018 implementation of the EMD program brought additional unfunded workloads to the Command Center as dispatchers now spend greater time on the phone interrogating callers, while another dispatcher works simultaneously to send the resources and work to monitor the radios. Because of the increased workload, it was necessary CAL Fire explore opportunities to better staff the Emergency Command Center to allow for efficiency in operations while still maintaining a high level of service to the caller and the resources being dispatched.

Due to this increased level of service provided since 2018 and the increased workload to the Center, Cal Fire is evaluating each of their existing contracts in an effort to validate the level of service they are providing. The increase from one-quarter (1/4) to one-half (1/2) of a Communication Operator will assist in continuing their level of service to the communities they serve.

DISCUSSION

The current contract between the City and Cal Fire provided for a three-year service term covering the period of July 1, 2018 through June 30, 2021, for the maximum amount of $108,241.05 split over three years. The recommended agreement will provide for a three-year service term covering the period of July 1, 2021 through June 30, 2024, for an amount not to exceed $233,956 split over three years.

The current scope, outlined as follows, will remain identical under the proposed agreement:

“Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three of more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.”

FISCAL IMPACT

The updated costs for dispatching service with the one-half (1/2) full-time Communication Operator is listed below. This is assuming a three-year contract for services. Years two and three assume a 5% increase to salary and wages. Billing is based on actuals and will not exceed the total amount of the contract.

2021/22	$74,213
2022/23	$77,923
2023/24	$81,820

Three-Year Contract (not to exceed) $233,956

RECOMMENDED ACTION

Approve the Agreement with the California Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2021 through June 30, 2024 for a three-year amount not-to-exceed $233,956.

ATTACHMENTS

SH Fiscal Sheet 2021
Exhibit D, Schedule 2021-2024
CALFire Dispatch Agreement Resolution 2021-xx
CALFire 2021-2024 Dispatch Agreement

Unit: LNU

Agreement Total	$233,956

Contract Name: City of St. Helena

Contract No.: 1CA05257

Page No.: 18

Fiscal Year 21/22	
PS Total	$70,152
OE Total	$4,060
TOTAL	$74,213

Fiscal Year 22/23 (+5%)	
PS Total	$73,660
OE Total	$4,263
TOTAL	$77,923

Fiscal Year 23/24 (+5%)	
PS Total	$77,343
OE Total	$4,477
TOTAL	$81,820

Fiscal Year:	2021			Sub Total	$62,630			Contract Name:	City of St. Helena				
Index:	1400	Unit: LNU		Admin	$7,522								
PCA	17302			Total	$70,152			Contract No.:	1CA05257				
PRC:	4142							Page No.:	19				
Comments				Overtime Total:	$6,000								
		$0	$0	$0	0	$0	$0	$0	$0	$0	$0		
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
	Overtime					$0	$0		$0	$0			
		$0	$0	$0	0	$0	$0	$0	$0	$0	$0		
		$0	$0			$0	$0		$0	$0			
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		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
	Overtime					$0	$0		$0	$0			
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	Overtime					$0	$0		$0	$0			
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	Overtime					$0	$0		$0	$0			
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		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
	Overtime					$0	$0		$0	$0			
		$0	$0	$0	0	$0	$0	$0	$0	$0	$0		
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
		$0	$0			$0	$0		$0	$0			
	Overtime					$0	$0		$0	$0			

Fiscal Year: 2021				**Uniform Benefits**	**$0**		**Contract Name:** City of St. Helena				
Index: 1400				**Sub Total**	**$3,625**						
PCA: 17302				**Admin**	**$435**		**Contract No.:** 1CA05257				
PRC: 4142				**Total**	**$4,060**		**Page No.:** 20				
Comments											
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between "Blank Fire Protection District" and The California Department of Forestry and Fire Protection (CAL FIRE)											
						1.45%					
Category (Pick from List)	**Details**	**Number**	**Months**	**Rate**	**Sub-Total**	**Uniform Benefits**	**Total**				
UNIFORM ALLOWANCE FOR COMM OP		1.00	6.00	$104	$ 625		$ 625				
UTILITIES		1.00	12.00	$150	$ 1,800		$ 1,800				
GENERAL EXPENSE		1.00	12.00	$100	$ 1,200		$ 1,200				

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of St. Helena

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2021**/22 **to 2023**/24

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

(LG1 REV. 01/2017)

CITY OF ST. HELENA

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING A THREE-YEAR AGREEMENT FOR FIRE/EMERGENCY DISPATCH SERVICES WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION/CAL FIRE FOR A NOT-TO-EXCEED AMOUNT OF $233,956

RECITALS

A. WHEREAS, the City requires fire/emergency dispatch services; and

B. WHEREAS, the current agreement for dispatch services expires on June 30, 2021; and

C. WHEREAS, The Department of Forestry and Fire Protection/Cal Fire has the necessary expertise, experience, and qualifications to perform the functions.

RESOLUTION

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

1. The City Council approves the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2021 through June 30, 2024, for a three-year not-to-exceed amount of $233,956; and

2. The City Council authorized the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER	1CA05257
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of St. Helena

2. The term of this Agreement is: July 1, 2021 through June 30, 2024

3. The maximum amount of this Agreement is: $ 233,956.00
Two hundred thirty three thousand nine hundred fifty six dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	7	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of St. Helena

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Mark Prestwich, City Manager

ADDRESS
1480 Main Street, St. Helena, CA 94574

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of St. Helena
Name:	Shana Jones	Name:	Chief John Sorensen
Phone:	707-967-1400	Phone:	707-486-2882
Fax:	707-967-1473	Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shana Jones	Local Agency:	City of St. Helena
Section/Unit:	Sonoma Lake Napa Unit	Section/Unit:	Fire Department
Attention:	Stacie McCambridge	Attention:	Chief John Sorensen
Address:	1199 Big Tree Road St. Helena, CA 94574	Address:	1480 Main Street St. Helena, CA 94574
Phone:	707-967-1400	Phone:	707-486-2882
Fax:	707-967-1473	Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT:**

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

   A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §10411):

    1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

    2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. **Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of St. Helena

CONTRACT NUMBER: **1CA05257**

Index: 1400 PCA: 17302 Fiscal Year: 2021/22 to 2023/24

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Adopting the Five-Year Capital Improvement Program for Fiscal Years 2021-22 to 2025-26.**

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

The proposed City of St Helena Capital Improvement Program (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2021-22 through 2025-26. The CIP does not appropriate funds but rather functions as a budgeting and planning tool which supports actual appropriations that are made through budget adoption.

DISCUSSION

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP in Civic, Streets, Wastewater, and Water are consistent with the draft operating budget in fiscal year 2021-22. The subsequent four years are subject to change due to more detailed engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water. The attached program summarizes the project funding by division for the Five-Year CIP.

California Government Code Section 65401 requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission made this finding at its meeting on May 18, 2021 Item 6.1.

The FY 2021-22 to 2025-26 draft CIP project list was then presented to the City Council on May 27, 2021 at a Special City Council Budget Workshop for review and consideration. At this meeting, the City Council discussed and expressed interest in adding an additional $150,000 to $200,000 annually, if there is financial capacity, to accelerate street improvements.

Following the May 27, 2021, two changes have been made to the draft CIP presented at that meeting:

1. C19-03 Crane Park Lighting Improvements - Updated Expenses: On March 15, 2021, the Parks and Recreation Commission reviewed and evaluated park CIP projects and provided prioritization for recommendation to City Council. One recommendation by the Parks & Recreation Commission was not updated on the CIP list presented to City Council at the May 27, 2021 Budget Workshop. The recommendation is to increase the estimated costs for C19-03 Crane Park Lighting Improvements, which includes retrofitting existing park light fixtures to LED and upgrade electrical equipment for the bocce courts, tennis courts, skatepark, volleyball courts, and pathway lighting. The FY 2020-21 adopted CIP budget for C19-03 is $116,397 and the Parks & Recreation Commission recommends an increase of $285,214 and use of Park Impact Funds of the same to complete this project. CIP Project C19-03 has been updated to reflect this increase.
2. R22-01 Spring Street Bike Lane - New Project: The Spring Street bike lane striping project was originally supposed to be completed under the R19-79 Year 1 Pavement Restoration project; however, the design of R19-79 delayed this particular project. W-Trans has completed the 100 percent plans, technical specifications, and cost estimate for the Spring Street bike lane striping. The cost estimate for R22-01 is $31,000 and programmed for FY 2021-22. Funding for R22-01 is available in the balance of Fund 741 - Streets CIP to complete this project.

FISCAL IMPACT

The City's 2021-22 CIP consists of 46 projects in four divisions totaling approximately $59 million over a five-year period. A majority of the fiscal impact to the CIP have been carried over from prior years and any additional funds have been identified in the proposed draft budget for Fiscal Year 2021-22.

All funds and expenditures beyond Fiscal Year 2021-22 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

RECOMMENDED ACTION

Staff recommends City Council approve the attached Resolution adopting the Five-Year Capital Improvement Program for Fiscal Years 2021-22 to 2025-26.

ATTACHMENTS

Attachment 1 - FY 2021-22 CIP City Council 060821
Attachment 2 - 2022 Five-Year CIP Resolution

5-YEAR CAPITAL IMPROVEMENTS PROGRAM

City of St. Helena, CA

FY 2021-22 to FY 2025-26

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City of St. Helena FY 2020-21 to FY 2024-25

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C20-06	Emergency Back-Up Power	9
C21-01	PSPS Emergency Back-Up Power	10
C22-01	Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation	11
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R19-07	Silverado Trail Guardrail Replacement	20
R19-79	Pavement Restoration FY 19 Design/FY 22 Construction	21
R20-01	Mitchell Drive to Sulphur Creek Storm Drain	22
R20-02	Mills Lane Storm Drain Project	23
R21-01	Silverado Trail Overlay	24
R21-02	Pratt & Elmhurst Crosswalk Improvements on Main Street/Highway 29	25
R21-04	Pope Street Crosswalk Improvements at College Avenue	26
R22-79	Pavement Restoration FY22 Design/FY 23 Construction	27
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Global Summary Report

City of St. Helena FY 2020-21 to FY 2024-25

		Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	TOTALS
PROJECT CATEGORY EXPENDITURES									
1	Civic	212,893		1,693,095	267,000	192,500	24,000	24,000	2,413,488
2	Streets	2,030,338		12,058,194	4,060,800	1,802,300	1,241,415	1,347,825	22,540,872
3	Water	1,400,976		9,496,305	3,832,435	661,501			15,391,217
4	Wastewater	1,744,863		14,600,341	150,000	150,000	150,000	1,182,000	17,977,204
TOTALS		5,389,070		37,847,935	8,310,235	2,806,301	1,415,415	2,553,825	58,322,781
PROJECT FUNDING SOURCES									
	Other*			1,239,750					1,239,750
101	General Fund	145,151		19,349	87,929	100,000			352,429
101	General Fund - ADA Transition Plan	51,088		117,000	117,000	117,000	24,000	24,000	450,088
101	General Fund - Measure T/RMRA MOE	469,988		300,000				190,200	960,188
101	General Fund - Measure T/RMRA MOE (Prior Year)	75,000			271,914				346,914
223	Skate Park Lighting Fund			1,200					1,200
230	Gas Tax	154,972		248,328					403,300
230	Gas Tax - RMRA/SB1	108,000		440,000		108,000			656,000
240	Measure T	832,277		738,589	3,126,000	1,594,300	1,241,415	1,157,625	8,690,206
420	Go Bonds				12,071				12,071
700	Flood Control Funds	63,937		81,276					145,213
733	Civic State of CA OES PSPS Grant			300,000					300,000
733	Prop 68 Grant			170,000					170,000
733	Civic CIP	106,953		104,844					211,797
733	Civic CIP HMGP Funds			485,392					485,392
734	Park Impact Fees	54,852		514,659	50,000	75,500			695,011
740	Traffic Impact Fees Fund Loan			873,610					873,610
741	Streets Capital Improvement - Measure T Loan			2,334,114	59,886				2,394,000
741	Streets Capital Improvement - NVTA			94,000					94,000
741	Streets Capital Improvement			31,000					31,000
741	Streets Capital Improvement - Grant OBAG II	31,811		603,000	603,000				1,237,811
741	Streets Capital Improvement - Grant TDA III			50,000					50,000
741	Streets Capital Improvement - HSIP	38		556,062					556,100
742	Storm Drain Impact Fees	149,164		700,000					849,164
763	Water Capital Improvement	1,400,975		3,456,849	144,997				5,002,821
763	Water Capital Improvement - Grant/Interagency Fund			1,645,048					1,645,048
763	Water Capital Improvement HMGP Funds				2,319,950				2,319,950
763	Water Capital Improvement - Debt			4,184,264	1,367,488	661,501			6,213,253
764	Water Impact Fees			305,144					305,144
773	Wastewater Capital Improvement	1,744,863		3,509,729	150,000	150,000	150,000	200,000	5,904,592
773	Wastewater Capital Improvement - Debt			9,362,925					9,362,925
774	Wastewater Impact Fees			759,077					759,077
999	Unidentified			4,622,726				982,000	5,604,726
TOTALS		5,389,069		37,847,935	8,310,235	2,806,301	1,415,415	2,553,825	58,322,780

Category Summary Report
FY 2020-22 to 2024-26
1 - Civic

		Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	TOTALS
PROJECT TITLE									
C18-83	ADA Plan Facilities	51,088		117,000	117,000	117,000	24,000	24,000	450,088
C19-03	Crane Park Lighting Improvements	47,102		354,509					401,611
C20-02	Repaint Fire Station # 1				100,000				100,000
C20-04	Baldwin Park Fence & Pathway Repair	7,750		81,350					89,100
C20-06	Emergency Back-Up Power	106,953		540,236					647,189
C21-01	PSPS Emergency Back-Up Power			350,000					350,000
C22-01	Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation				50,000	75,500			125,500
C22-02	Replace Playground Equipment and Fence at Crane Park			250,000					250,000
		212,893		1,693,095	267,000	192,500	24,000	24,000	2,413,488
PROJECT FUNDING SOURCES									
101	General Fund				87,929				87,929
101	General Fund - ADA Transition Plan	51,088		117,000	117,000	117,000	24,000	24,000	450,088
223	Skate Park Lighting Fund			1,200					1,200
420	Go Bonds				12,071				12,071
733	Civic State of CA OES PSPS Grant			300,000					300,000
733	Prop 68 Grant			170,000					170,000
733	Civic CIP	106,953		104,844					211,797
733	Civic CIP HMGP Funds			485,392					485,392
734	Park Impact Fees	54,852		514,659	50,000	75,500			695,011
		212,893		1,693,095	267,000	192,500	24,000	24,000	2,413,488

ADA Plan Facilities

Project No: C18-83

Category: Civic

Project Location: Various Locations in St. Helena

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will implement facility improvements identified in the ADA Transition Plan adopted by City Council in 2017 via Resolution 2017-88. Below provides a summary of the annual commitment.

Years 1-7 - $103,000 per year

Years 8-10 - $23,000 per year

Years 11-15 - $8,000 per year

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			10,000	10,000	10,000	5,000	5,000	40,000
3150 - Construction Management	50,920		14,000	14,000	14,000	1,000	1,000	94,920
3160 - Construction Contract	168		93,000	93,000	93,000	18,000	18,000	315,168
EXPENDITURE TOTALS	51,088		117,000	117,000	117,000	24,000	24,000	450,088
FUNDING SOURCES								
101-General Fund - ADA Transition Plan	51,088		117,000	117,000	117,000	24,000	24,000	450,088
FUNDING TOTALS	51,088		117,000	117,000	117,000	24,000	24,000	450,088

Crane Park Lighting Improvements

Project No: C19-03

Category: Civic

Project Location: 360 Crane Avenue

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Retrofit existing park light fixtures to LED and upgrade electrical equipment.

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	33,795							33,795
3160 - Construction Contract	13,307		348,209					361,516
3170 - Contingency			6,300					6,300
EXPENDITURE TOTALS	47,102		354,509					401,611
FUNDING SOURCES								
223-Skate Park Lighting Fund			1,200					1,200
734-Park Impact Fees	47,102		353,309					400,411
FUNDING TOTALS	47,102		354,509					401,611

Repaint Fire Station # 1

Project No: C20-02

Category: Civic

Project Location: 1480 Main Street

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Repaint Fire Station # 1.

Original Date: FY 21, deferred until FY 22

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design				20,000				20,000
3160 - Construction Contract				80,000				80,000
EXPENDITURE TOTALS				100,000				100,000
FUNDING SOURCES								
101-General Fund				87,929				87,929
420-Go Bonds				12,071				12,071
FUNDING TOTALS				100,000				100,000

Baldwin Park Fence & Pathway Repair

Project No: C20-04

Category: Civic

Project Location: 1591 Spring Street

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Remove and replace fence bordering, pathway repair, and minor modifications to entrance.

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3160 - Construction Contract	7,750		81,350					89,100
EXPENDITURE TOTALS	7,750		81,350					89,100
FUNDING SOURCES								
734-Park Impact Fees	7,750		81,350					89,100
FUNDING TOTALS	7,750		81,350					89,100

Emergency Back-Up Power

Project No: C20-06

Category: Civic

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

Responsible Department:



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

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	8,070		56,649					64,719
3160 - Construction Contract	98,883		483,587					582,470
EXPENDITURE TOTALS	106,953		540,236					647,189
FUNDING SOURCES								
733-Civic CIP	106,953		54,844					161,797
733-Civic CIP HMGP Funds			485,392					485,392
FUNDING TOTALS	106,953		540,236					647,189

PSPS Emergency Back-Up Power

Project No: C21-01

Category: Civic

Project Location: LSWTP and Mobile Generator

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: To replace the 35 year old generator at the Louis Stralla Water Treatment Plant (LSWTP) and to purchase one 175 KW portable generator that can be used at all critical City facilities which do not have back-up power.

EXPENDITURE ACCOUNTS: Fund: 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3160 - Construction Contract			350,000					350,000
EXPENDITURE TOTALS			350,000					350,000
FUNDING SOURCES								
733-Civic CIP			50,000					50,000
733-Civic State of CA OES PSPS Grant			300,000					300,000
FUNDING TOTALS			350,000					350,000

Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation

Project No: C22-01

Category: Civic

Project Location: Jacob Meily Park St. Helena

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: FY 23 conduct a site survey to address drainage and FY 24 install new turf and upgrade irrigation

Moved out 1 year due to Water Emergency

EXPENDITURE ACCOUNTS: **Fund**: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design				50,000				50,000
3160 - Construction Contract					75,500			75,500
EXPENDITURE TOTALS				50,000	75,500			125,500
FUNDING SOURCES								
734-Park Impact Fees				50,000	75,500			125,500
FUNDING TOTALS				50,000	75,500			125,500

Replace Playground Equipment and Fence at Crane Park

Project No: C22-02

Category: Civic

Project Location: Crane Park

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Replacement playground equipment and fence at Crane Park

EXPENDITURE ACCOUNTS: **Fund:** 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3160 - Construction Contract			250,000					250,000
EXPENDITURE TOTALS			250,000					250,000
FUNDING SOURCES								
733-Prop 68 Grant			170,000					170,000
734-Park Impact Fees			80,000					80,000
FUNDING TOTALS			250,000					250,000

Category Summary Report
FY 2020-22 to 2024-26
2 - Streets

		Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	TOTALS
PROJECT TITLE									
R22-01	Spring Street Bike Lane Striping			31,000					31,000
R18-81	Downtown Sidewalk Improvements	508,072		2,937,114	2,934,800				6,379,986
R19-01	Stormwater Master Plan	80,651		19,349					100,000
R19-03	Sulphur Creek Erosion Repair	63,937		81,276					145,213
R19-04	Sulphur Creek Sediment Removal					100,000			100,000
R19-05	Grayson and South Crane Rehab	126,795		138,344					265,139
R19-07	Silverado Trail Guardrail Replacement	38		556,062					556,100
R19-79	Pavement Restoration FY 19 Design/FY 22 Construction	1,006,454		1,193,000					2,199,454
R20-01	Mitchell Drive to Sulphur Creek Storm Drain	59,800						190,200	250,000
R20-02	Mills Lane Storm Drain Project	149,164		6,612,476					6,761,640
R21-01	Silverado Trail Overlay					520,000			520,000
R21-02	Pratt & Elmhurst Crosswalk Improvements on Main Street/Highway 29	14,455		207,245					221,700
R21-04	Pope Street Crosswalk Improvements at College Avenue	20,972		162,328					183,300
R22-79	Pavement Restoration FY22 Design/FY 23 Construction			120,000	1,000,000				1,120,000
R23-79	Pavement Restoration FY23 Design/FY 24 Construction				126,000	1,050,000			1,176,000
R24-79	Pavement Restoration FY24 Design/FY 25 Construction					132,300	1,102,500		1,234,800
R25-79	Pavement Restoration FY 25 Design/FY 26 Construction						138,915	1,157,625	1,296,540
		2,030,338		12,058,194	4,060,800	1,802,300	1,241,415	1,347,825	22,540,872
PROJECT FUNDING SOURCES									
	Other*			1,239,750					1,239,750
101	General Fund	145,151		19,349		100,000			264,500
101	General Fund - Measure T/RMRA MOE	469,988		300,000				190,200	960,188
101	General Fund - Measure T/RMRA MOE (Prior Year)	75,000			271,914				346,914
230	Gas Tax	154,972		248,328					403,300
230	Gas Tax - RMRA/SB1	108,000		440,000		108,000			656,000
240	Measure T	832,277		738,589	3,126,000	1,594,300	1,241,415	1,157,625	8,690,206
700	Flood Control Funds	63,937		81,276					145,213
741	Streets Capital Improvement - Measure T Loan			2,334,114	59,886				2,394,000
741	Streets Capital Improvement - NVTA			94,000					94,000
741	Streets Capital Improvement			31,000					31,000
741	Streets Capital Improvement - Grant OBAG II	31,811		603,000	603,000				1,237,811
741	Streets Capital Improvement - Grant TDA III			50,000					50,000
741	Streets Capital Improvement - HSIP	38		556,062					556,100
742	Storm Drain Impact Fees	149,164		700,000					849,164
999	Unidentified			4,622,726					4,622,726
		2,030,338		12,058,194	4,060,800	1,802,300	1,241,415	1,347,825	22,540,872

Spring Street Bike Lane Striping

Project No: R22-01

Category: Streets

Project Location: Spring Street from Valley View to Sylvaner (WB)

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Install thermoplastic striping, thermoplastic pavement markings, and bike lane signs for the new bike lanes on Spring Street from Valley View Street to Sylvaner Avenue - westbound

EXPENDITURE ACCOUNTS: **Fund:** 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3160 - Construction Contract			31,000					31,000
EXPENDITURE TOTALS			31,000					31,000
FUNDING SOURCES								
741-Streets Capital Improvement			31,000					31,000
FUNDING TOTALS			31,000					31,000

Downtown Sidewalk Improvements

Project No: R18-81

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This is a sidewalk improvement project funded by One Bay Area Grant II program and local funds. The project will replace sidewalks, trees, and implement traffic calming devices on Main Street between Mitchell Drive and Pine Street. Approximately 3,609 linear feet of sidewalk and 17 ADA curb ramps will be replaced.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	505,386							505,386
3140 - Legal Services			2,314					2,314
3150 - Construction Management	2,500		382,500	382,500				767,500
3160 - Construction Contract	186		2,320,250	2,320,250				4,640,686
3170 - Contingency			232,050	232,050				464,100
EXPENDITURE TOTALS	508,072		2,937,114	2,934,800				6,379,986
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA MOE (Prior Year)	75,000			271,914				346,914
230-Gas Tax	134,000							134,000
230-Gas Tax - RMRA/SB1	108,000							108,000
240-Measure T	126,572			2,000,000				2,126,572
741-Streets Capital Improvement - Grant OBAG II			603,000	603,000				1,206,000
741-Streets Capital Improvement - Measure T Loan			2,334,114	59,886				2,394,000
FUNDING TOTALS	508,072		2,937,114	2,934,800				6,379,986

Stormwater Master Plan

Project No: R19-01

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: The Stormwater Master Plan will not only update the 2000 document, but will be integrated with the Water Master Plan and the Wastewater Master Plan which will include recommendations for system improvements, replacement and estimated project costs.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	80,651		19,349					100,000
EXPENDITURE TOTALS	80,651		19,349					100,000
FUNDING SOURCES								
101-General Fund	80,651		19,349					100,000
FUNDING TOTALS	80,651		19,349					100,000

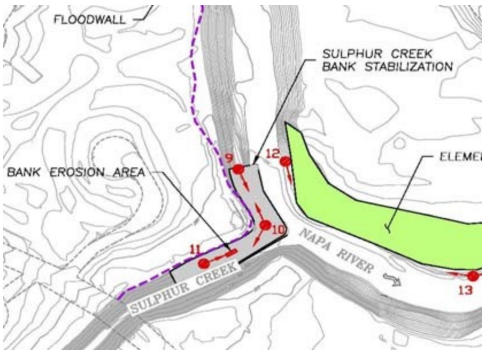
Sulphur Creek Erosion Repair

Project No: R19-03

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will implement bank repairs that were caused during the 16/17 storm year and identified in the 2017 Flood Control Project post-construction monitoring and reporting year. The repairs will be made utilizing funds from the Flood Control Project adaptive management program. The area is located at the base of a mature valley oak, approximately 100 feet upstream of the confluence with the Napa River.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	38,662							38,662
3150 - Construction Management	551							551
3160 - Construction Contract	24,724		81,276					106,000
EXPENDITURE TOTALS	63,937		81,276					145,213
FUNDING SOURCES								
700-Flood Control Funds	63,937		81,276					145,213
FUNDING TOTALS	63,937		81,276					145,213

Sulphur Creek Sediment Removal

Project No: R19-04

Category: Streets

Project Location: Sulphur Creek beneath bridge structure at Valley View

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will remove sediment build-up in Sulphur Creek beneath the bridge structure at Valley View and the City owned creek section in front of the City Public Works Corporation Yard on Charter Oak. The City plans to coordinate permitting and work efforts with private landowners along Sulphur Creek between the Valley View bridge and the City Corporation Yard.

Project Deferred to FY 22

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design					100,000			100,000
EXPENDITURE TOTALS					100,000			100,000
FUNDING SOURCES								
101-General Fund					100,000			100,000
FUNDING TOTALS					100,000			100,000

Grayson and South Crane Rehab

Project No: R19-05

Category: Streets

Project Location: Grayson and South Crane

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will reconstruct Grayson and South Crane Avenues. Accessibility improvements to sidewalks and curb ramps will be included as part of the project whenever applicable.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	126,795		63,344					190,139
3160 - Construction Contract			75,000					75,000
EXPENDITURE TOTALS	126,795		138,344					265,139
FUNDING SOURCES								
240-Measure T	126,795		138,344					265,139
FUNDING TOTALS	126,795		138,344					265,139

Silverado Trail Guardrail Replacement

Project No: R19-07

Category: Streets

Project Location: Silverado Trail and Pope Street

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Replace guardrail and pavement markings/striping on Silverado Trail within City Limits.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	38		54,962					55,000
3120 - Environmental/Planning			5,000					5,000
3150 - Construction Management			58,500					58,500
3160 - Construction Contract			417,600					417,600
3170 - Contingency			20,000					20,000
EXPENDITURE TOTALS	38		556,062					556,100
FUNDING SOURCES								
741-Streets Capital Improvement - HSIP	38		556,062					556,100
FUNDING TOTALS	38		556,062					556,100

Pavement Restoration FY 19 Design/FY 22 Construction

Project No: R19-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Construction for Year 2 paving deferred to FY 22.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	120,939		5,000					125,939
3150 - Construction Management	48,126		155,000					203,126
3160 - Construction Contract	837,389		939,000					1,776,389
3170 - Contingency			94,000					94,000
EXPENDITURE TOTALS	1,006,454		1,193,000					2,199,454
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE	410,188		300,000					710,188
230-Gas Tax			150,000					150,000
230-Gas Tax - RMRA/SB1			300,000					300,000
240-Measure T	564,455		443,000					1,007,455
741-Streets Capital Improvement - Grant OBAG II	31,811							31,811
FUNDING TOTALS	1,006,454		1,193,000					2,199,454

Mitchell Drive to Sulphur Creek Storm Drain

Project No: R20-01

Category: Streets

Project Location: Mitchell Drive to Sulphur Creek

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Replace storm drain pipe on Mitchell Drive and slip-line portion of pipe from Mitchell Drive to Sulphur Creek.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design							25,000	25,000
3160 - Construction Contract	59,800						165,200	225,000
EXPENDITURE TOTALS	59,800						190,200	250,000
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE	59,800						190,200	250,000
FUNDING TOTALS	59,800						190,200	250,000

Mills Lane Storm Drain Project

Project No: R20-02

Category: Streets

Project Location: Mills Lane from State Highway 29 east to the Napa River

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: The Mills Lane Storm Drain improvement project was originally identified by the City and a portion designed in 1974. It was also considered in the City's 2000 Master Plan of Drainage, identified in the City's Storm Drain Impact Fees, as well as the 2005 Highway 29 Specific Plan and the specific plan's program environmental impact report (EIR) prepared in 2003 (SCH #2001082017). The storm drain will be constructed along Mills Lane, which is a City street for most of its length, from its intersection with State Highway 29 east to the Napa River.

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	149,164		60,776					209,940
3120 - Environmental/Planning			128,100					128,100
3130 - Land & Easements			23,000					23,000
3140 - Legal Services			878,400					878,400
3150 - Construction Management			720,300					720,300
3160 - Construction Contract			4,001,600					4,001,600
3170 - Contingency			800,300					800,300
EXPENDITURE TOTALS	149,164		6,612,476					6,761,640
FUNDING SOURCES								
-Other*			1,239,750					1,239,750
230-Gas Tax			30,000					30,000
230-Gas Tax - RMRA/SB1			20,000					20,000
742-Storm Drain Impact Fees	149,164		700,000					849,164
999-Unidentified			4,622,726					4,622,726
FUNDING TOTALS	149,164		6,612,476					6,761,640

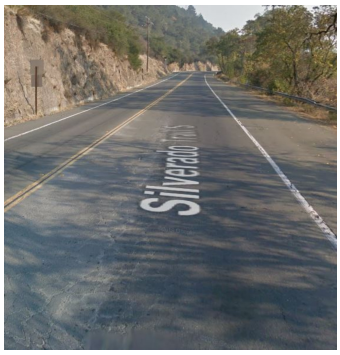
Silverado Trail Overlay

Project No: R21-01

Category: Streets

Project Location: Silverado Trail - City Limits

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Pavement overlay of Silverado Trail within City Limits

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design					20,000			20,000
3160 - Construction Contract					500,000			500,000
EXPENDITURE TOTALS					520,000			520,000
FUNDING SOURCES								
230-Gas Tax - RMRA/SB1					108,000			108,000
240-Measure T					412,000			412,000
FUNDING TOTALS					520,000			520,000

Pratt & Elmhurst Crosswalk Improvements on Main Street/Highway 29

Project No: R21-02

Category: Streets

Project Location: Main Street/Highway 29

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will upgrade curb ramps as well as improvement crosswalk markings and signage at Pratt and Elmhurst intersections.

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	14,455		10,545					25,000
3150 - Construction Management			25,000					25,000
3160 - Construction Contract			156,100					156,100
3170 - Contingency			15,600					15,600
EXPENDITURE TOTALS	14,455		207,245					221,700
FUNDING SOURCES								
240-Measure T	14,455		157,245					171,700
741-Streets Capital Improvement - Grant TDA III			50,000					50,000
FUNDING TOTALS	14,455		207,245					221,700

Pope Street Crosswalk Improvements at College Avenue

Project No: R21-04

Category: Streets

Project Location: Pope Street at College Avenue

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Installation of a rectangular rapid flashing beacon system (or equivalent) located on Pope Street at College Avenue, four ADA compliant curb ramps, and continental crosswalk markings on Pope Street and College Avenue.

Installation of the rapid flashing beacon (or equivalent) will provide greater visibility of pedestrians within the crosswalks as vehicles approach. Upgrading curb ramps will improve pedestrian mobility by upgrading curb ramps when crossing Pope Street or College Avenue.

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	20,972		9,028					30,000
3150 - Construction Management			20,000					20,000
3160 - Construction Contract			133,300					133,300
EXPENDITURE TOTALS	20,972		162,328					183,300
FUNDING SOURCES								
230-Gas Tax	20,972		68,328					89,300
741-Streets Capital Improvement - NVTA			94,000					94,000
FUNDING TOTALS	20,972		162,328					183,300

Pavement Restoration FY22 Design/FY 23 Construction

Project No: R22-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Design FY 22

Construction FY 23

EXPENDITURE ACCOUNTS: **Fund**: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			120,000					120,000
3150 - Construction Management				120,000				120,000
3160 - Construction Contract				800,000				800,000
3170 - Contingency				80,000				80,000
EXPENDITURE TOTALS			120,000	1,000,000				1,120,000
FUNDING SOURCES								
230-Gas Tax - RMRA/SB1			120,000					120,000
240-Measure T				1,000,000				1,000,000
FUNDING TOTALS			120,000	1,000,000				1,120,000

Pavement Restoration FY23 Design/FY 24 Construction

Project No: R23-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Design FY 23

Construction FY 24

EXPENDITURE ACCOUNTS: **Fund**: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design				126,000				126,000
3150 - Construction Management					126,000			126,000
3160 - Construction Contract					840,000			840,000
3170 - Contingency					84,000			84,000
EXPENDITURE TOTALS				126,000	1,050,000			1,176,000
FUNDING SOURCES								
240-Measure T				126,000	1,050,000			1,176,000
FUNDING TOTALS				126,000	1,050,000			1,176,000

Pavement Restoration FY24 Design/FY 25 Construction

Project No: R24-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Design FY 24

Construction FY 25

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design					132,300			132,300
3150 - Construction Management						132,300		132,300
3160 - Construction Contract						882,000		882,000
3170 - Contingency						88,200		88,200
EXPENDITURE TOTALS					132,300	1,102,500		1,234,800
FUNDING SOURCES								
240-Measure T					132,300	1,102,500		1,234,800
FUNDING TOTALS					132,300	1,102,500		1,234,800

Pavement Restoration FY 25 Design/FY 26 Construction

Project No: R25-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Design FY 25

Construction FY 26

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design						138,915		138,915
3150 - Construction Management							138,915	138,915
3160 - Construction Contract							926,100	926,100
3170 - Contingency							92,610	92,610
EXPENDITURE TOTALS						138,915	1,157,625	1,296,540
FUNDING SOURCES								
240-Measure T						138,915	1,157,625	1,296,540
FUNDING TOTALS						138,915	1,157,625	1,296,540

Category Summary Report
FY 2020-22 to 2024-26
3 - Water

		Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	TOTALS
PROJECT TITLE									
W-101	Tank 2 Rehabilitation	38,186		713,458					751,644
W-106	Pump Station Upgrades	124,688		83,559					208,247
W-108	Lower Reservoir Rehab	213,917		23,778					237,695
W-109	Bell Canyon Intake Tower Replacement	280,264		3,293,227					3,573,491
W-110	Rutherford Pump Upgrade	60,860		491,037					551,897
W-35	Bell Canyon Reservoir Improvements			900,000					900,000
W-80	Dwyer Road Booster (Pump Station)			2,487,571					2,487,571
W-85	Bell House Valve Replacement			575,275					575,275
W-86	Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)	138,073			3,044,935				3,183,008
W-91	Bell Canyon Creek Flow Measurement	467,910		25,477					493,387
W18-111	WTP Condition Assessment			157,500					157,500
W18-113	SCADA Improvements - Rutherford & Holmes				157,500				157,500
W18-115	Remove Restrictions - Rutherford Pump Station			157,500					157,500
W18-118	Replace Mains <6" in Diameter				630,000	661,501			1,291,501
W18-120	Bell Canyon Phreatic Surface Monitoring & Assessment	30,795		34,205					65,000
W20-01	Bell Canyon Spillway Repairs			105,000					105,000
W21-01	Kearney and Andrea Water Main Replacement	46,283		448,718					495,001
		1,400,976		9,496,305	3,832,435	661,501			15,391,217
PROJECT FUNDING SOURCES									
763	Water Capital Improvement	1,400,975		3,456,849	144,997				5,002,821
763	Water Capital Improvement - Grant/Interagency Fund			1,645,048					1,645,048
763	Water Capital Improvement HMGP Funds				2,319,950				2,319,950
763	Water Capital Improvement - Debt			4,184,264	1,367,488	661,501			6,213,253
764	Water Impact Fees			210,144					210,144
		1,400,975		9,496,305	3,832,435	661,501			15,391,216

Tank 2 Rehabilitation

Project No: W-101

Category: Water

Project Location: APN 022-420-019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate Tank 2 at Lower Reservoir.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	22,904		12,300					35,204
3150 - Construction Management			55,704					55,704
3160 - Construction Contract	15,282		582,454					597,736
3170 - Contingency			63,000					63,000
EXPENDITURE TOTALS	38,186		713,458					751,644
FUNDING SOURCES								
763-Water Capital Improvement	38,186		713,458					751,644
FUNDING TOTALS	38,186		713,458					751,644

Pump Station Upgrades

Project No: W-106

Category: Water

Project Location: Crystal Springs Booster

Responsible Department:



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

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	37,478		15,373					52,851
3150 - Construction Management			21,000					21,000
3160 - Construction Contract	87,210		41,936					129,146
3170 - Contingency			5,250					5,250
EXPENDITURE TOTALS	124,688		83,559					208,247
FUNDING SOURCES								
763-Water Capital Improvement	124,687		83,559					208,246
FUNDING TOTALS	124,687		83,559					208,246

Lower Reservoir Rehab

Project No: W-108

Category: Water

Project Location: APN 009-131-013

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehab Lower York Creek Dam as required by the Division of Dam Safety. Repair 12" diameter gate in the outlet tower, repair 24" diameter spillway gate, geotechnical investigation and stability analysis, seismic stability analysis of intake tower and survey and rehab 12 " diameter low level outlet pipe.

EXPENDITURE ACCOUNTS:

Fund: 763 Dept: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	213,917		23,778					237,695
EXPENDITURE TOTALS	213,917		23,778					237,695
FUNDING SOURCES								
763-Water Capital Improvement	213,917		23,778					237,695
FUNDING TOTALS	213,917		23,778					237,695

Bell Canyon Intake Tower Replacement

Project No: W-109

Category: Water

Project Location: APN 021-420-019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Immediate repairs slated are required to be in compliance. Non compliance constitutes a violation of the City's Division of Dam Safety permitted use of Bell Canyon is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application by the State of California Department of Water Resources Division of Dam Safety.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	280,264		143,376					423,640
3140 - Legal Services			3,000					3,000
3150 - Construction Management			183,488					183,488
3160 - Construction Contract			2,782,500					2,782,500
3170 - Contingency			180,863					180,863
EXPENDITURE TOTALS	280,264		3,293,227					3,573,491
FUNDING SOURCES								
763-Water Capital Improvement	280,264							280,264
763-Water Capital Improvement - Debt			3,293,227					3,293,227
FUNDING TOTALS	280,264		3,293,227					3,573,491

Rutherford Pump Upgrade

Project No: W-110

Category: Water

Project Location: 1851 St Helena Hwy.

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Upgrade electrical equipment and install permanent structure.

FY 21 Design and FY 22 Construction

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	48,805		31,195					80,000
3150 - Construction Management			52,500					52,500
3160 - Construction Contract	12,055		354,842					366,897
3170 - Contingency			52,500					52,500
EXPENDITURE TOTALS	60,860		491,037					551,897
FUNDING SOURCES								
763-Water Capital Improvement	60,860							60,860
763-Water Capital Improvement - Debt			491,037					491,037
FUNDING TOTALS	60,860		491,037					551,897

Bell Canyon Reservoir Improvements

Project No: W-35

Category: Water

Project Location: 410 Crystal Springs Rd. (APN 021-420-019)

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Dredging of Bell Canyon Reservoir will return the storage capacity to design limits.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			50,000					50,000
3150 - Construction Management			50,000					50,000
3160 - Construction Contract			750,000					750,000
3170 - Contingency			50,000					50,000
EXPENDITURE TOTALS			900,000					900,000
FUNDING SOURCES								
763-Water Capital Improvement			765,000					765,000
764-Water Impact Fees			135,000					135,000
FUNDING TOTALS			900,000					900,000

Dwyer Road Booster (Pump Station)

Project No: W-80

Category: Water

Project Location: Between St. Helena, Napa, and Calistoga: Dwyer Roa

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This is a shared facility between St. Helena, Napa, and Calistoga for moving water up valley. The project will improve system reliability and increase pressure in the southern end of the system.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			187,571					187,571
3150 - Construction Management			300,000					300,000
3160 - Construction Contract			2,000,000					2,000,000
EXPENDITURE TOTALS			2,487,571					2,487,571
FUNDING SOURCES								
763-Water Capital Improvement			842,523					842,523
763-Water Capital Improvement - Grant/Interagency Fund			1,645,048					1,645,048
FUNDING TOTALS			2,487,571					2,487,571

Bell House Valve Replacement

Project No: W-85

Category: Water

Project Location: APN 021-420-019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Required by the Division of Safety of Dams (DSOD), replacement is necessary for emergency operation. In the event of an emergency and by order of DSOD that we release water from the reservoir, there is significant risk that the City would not be able to close the valve and stop the water, resulting in draining all of Bell Canyon.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			74,315					74,315
3120 - Environmental/Planning			52,500					52,500
3160 - Construction Contract			395,960					395,960
3170 - Contingency			52,500					52,500
EXPENDITURE TOTALS			575,275					575,275
FUNDING SOURCES								
763-Water Capital Improvement			500,131					500,131
764-Water Impact Fees			75,144					75,144
FUNDING TOTALS			575,275					575,275

Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)

Project No: W-86

Category: Water

Project Location: APN 009-131-029 & 019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Upgrade and integrate Holmes and Elmhurst water delivery systems.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	138,073							138,073
3150 - Construction Management				157,500				157,500
3160 - Construction Contract				2,703,685				2,703,685
3170 - Contingency				183,750				183,750
EXPENDITURE TOTALS	138,073			3,044,935				3,183,008
FUNDING SOURCES								
763-Water Capital Improvement	138,073			144,997				283,070
763-Water Capital Improvement - Debt				579,988				579,988
763-Water Capital Improvement HMGP Funds				2,319,950				2,319,950
FUNDING TOTALS	138,073			3,044,935				3,183,008

Bell Canyon Creek Flow Measurement

Project No: W-91

Category: Water

Project Location: APN 021-420-019 & 012

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Required for measurement of flow into the reservoir to instantaneously release same amount downstream of reservoir. Project to design, permit and construct structure in the creek, includes mitigation. Necessary to achieve compliance with current regulations.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	196,942							196,942
3140 - Legal Services	78,400							78,400
3160 - Construction Contract	169,921		25,477					195,398
9999 - Service	22,647							22,647
EXPENDITURE TOTALS	467,910		25,477					493,387
FUNDING SOURCES								
763-Water Capital Improvement	467,910		25,477					493,387
FUNDING TOTALS	467,910		25,477					493,387

WTP Condition Assessment

Project No: W18-111

Category: Water

Project Location: APN 021-420-019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This is an assessment to develop short and long term needs of the Louis Stralla Water Treatment Plant.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			157,500					157,500
EXPENDITURE TOTALS			157,500					157,500
FUNDING SOURCES								
763-Water Capital Improvement			157,500					157,500
FUNDING TOTALS			157,500					157,500

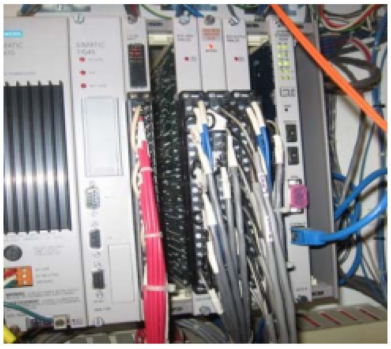
SCADA Improvements - Rutherford & Holmes

Project No: W18-113

Category: Water

Project Location: Citywide

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will apply power and instrumentation upgrades to integrate the City's water pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3160 - Construction Contract				157,500				157,500
EXPENDITURE TOTALS				157,500				157,500
FUNDING SOURCES								
763-Water Capital Improvement - Debt				157,500				157,500
FUNDING TOTALS				157,500				157,500

Remove Restrictions - Rutherford Pump Station

Project No: W18-115

Category: Water

Project Location: 1851 St Helena Hwy.

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: There is a restriction in the 12" water main between the Dwyer Pump Station and Rutherford Pump Station that reduces the amount of water being pumped to the City. This project will locate and remove the restriction(s) in order to maximize water delivery.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			52,500					52,500
3150 - Construction Management			26,250					26,250
3160 - Construction Contract			78,750					78,750
EXPENDITURE TOTALS			157,500					157,500
FUNDING SOURCES								
763-Water Capital Improvement			157,500					157,500
FUNDING TOTALS			157,500					157,500

Replace Mains <6" in Diameter

Project No: W18-118

Category: Water

Project Location: Various locations in St. Helena

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This annual project will begin the replacement of City water mains. It is anticipated that there will be one project per year based on the completed Integrated Master Utility Plan.

FY 22 Project - W21-01

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design				42,000	44,100			86,100
3150 - Construction Management				42,000	44,100			86,100
3160 - Construction Contract				488,250	512,663			1,000,913
3170 - Contingency				57,750	60,638			118,388
EXPENDITURE TOTALS				630,000	661,501			1,291,501
FUNDING SOURCES								
763-Water Capital Improvement - Debt				630,000	661,501			1,291,501
FUNDING TOTALS				630,000	661,501			1,291,501

Bell Canyon Phreatic Surface Monitoring & Assessment

Project No: W18-120

Category: Water

Project Location: APN 021-420-019

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: The Bell Canyon Phreatic Surface Monitoring and Assessment is a new requirement of the Division of Dam Safety as a direct result of the 2017 Oroville Dam incident.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	30,795		34,205					65,000
EXPENDITURE TOTALS	30,795		34,205					65,000
FUNDING SOURCES								
763-Water Capital Improvement	30,795		34,205					65,000
FUNDING TOTALS	30,795		34,205					65,000

Bell Canyon Spillway Repairs

Project No: **W20-01**

Category: **Water**

Project Location:

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Make repairs to the spillway based on the initial spillway assessment in 2018.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			105,000					105,000
EXPENDITURE TOTALS			105,000					105,000
FUNDING SOURCES								
763-Water Capital Improvement			105,000					105,000
FUNDING TOTALS			105,000					105,000

Kearney and Andrea Water Main Replacement

Project No: W21-01

Category: Water

Project Location: Kearney and Andrea

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: The 4" water main on Kearney between Hillview Place and Adams Street needs to be replaced as well as the main on Andrea from Kearney to Oak Avenue.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	46,283		28,718					75,001
3150 - Construction Management			52,500					52,500
3160 - Construction Contract			315,000					315,000
3170 - Contingency			52,500					52,500
EXPENDITURE TOTALS	46,283		448,718					495,001
FUNDING SOURCES								
763-Water Capital Improvement	46,283		48,718					95,001
763-Water Capital Improvement - Debt			400,000					400,000
FUNDING TOTALS	46,283		448,718					495,001

Category Summary Report
FY 2020-22 to 2024-26
4 - Wastewater

		Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	TOTALS
PROJECT TITLE									
S-52	WWTP Phase 1 Upgrades	1,645,833		14,320,341					15,966,174
S18-70	Replace 1% of Sewer Mains Annually			150,000	150,000	150,000	150,000	150,000	750,000
S18-71	Crinella Pump Station Upgrades	99,030						982,000	1,081,030
S18-73	Wet Weather Flow Monitoring							50,000	50,000
S21-01	WWTP Recycled Pipeline and Pump Station			130,000					130,000
		1,744,863		14,600,341	150,000	150,000	150,000	1,182,000	17,977,204
PROJECT FUNDING SOURCES									
740	Traffic Impact Fees Fund Loan			873,610					873,610
764	Water Impact Fees			95,000					95,000
773	Wastewater Capital Improvement	1,744,863		3,509,729	150,000	150,000	150,000	200,000	5,904,592
773	Wastewater Capital Improvement - Debt			9,362,925					9,362,925
774	Wastewater Impact Fees			759,077					759,077
999	Unidentified							982,000	982,000
		1,744,863		14,600,341	150,000	150,000	150,000	1,182,000	17,977,204

WWTP Phase 1 Upgrades

Project No: S-52

Category: Wastewater

Project Location: 1 Chaix Ln

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Per the State Cease and Desist Order, upgrade the plant to meet compliance requirements by 2021. In addition, to compliance requirements, levee repairs and sludge removal will be incorporated into construction of this project.

Merged into S-52: S-53, S-62, S-66, S18-79.

EXPENDITURE ACCOUNTS:

Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	1,530,887							1,530,887
3120 - Environmental/Planning	108,795		23,021					131,816
3140 - Legal Services	1,151		68,900					70,051
3150 - Construction Management	5,000		535,085					540,085
3160 - Construction Contract			12,509,247					12,509,247
3170 - Contingency			1,184,088					1,184,088
EXPENDITURE TOTALS	1,645,833		14,320,341					15,966,174
FUNDING SOURCES								
740-Traffic Impact Fees Fund Loan			873,610					873,610
773-Wastewater Capital Improvement	1,645,833		3,359,729					5,005,562
773-Wastewater Capital Improvement - Debt			9,362,925					9,362,925
774-Wastewater Impact Fees			724,077					724,077
FUNDING TOTALS	1,645,833		14,320,341					15,966,174

Replace 1% of Sewer Mains Annually

Project No: **S18-70**

Category: **Wastewater**

Project Location: **Various**

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This annual project will begin the replacement of City sewer mains. It is anticipated there will be one project per year.

EXPENDITURE ACCOUNTS:

Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			15,000	15,000	15,000	15,000	15,000	75,000
3150 - Construction Management			20,000	20,000	20,000	20,000	20,000	100,000
3160 - Construction Contract			100,000	100,000	100,000	100,000	100,000	500,000
3170 - Contingency			15,000	15,000	15,000	15,000	15,000	75,000
EXPENDITURE TOTALS			150,000	150,000	150,000	150,000	150,000	750,000
FUNDING SOURCES								
773-Wastewater Capital Improvement			150,000	150,000	150,000	150,000	150,000	750,000
FUNDING TOTALS			150,000	150,000	150,000	150,000	150,000	750,000

Crinella Pump Station Upgrades

Project No: S18-71

Category: Wastewater

Project Location: Crinella Neighborhood

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: The Crinella Pump Station is located within the Crinella residential neighborhood. It pumps raw wastewater out of Crinella to a gravity sewer main on Railroad Avenue which then goes to the City's wastewater treatment plant. This project will update the structure and pumping systems. It will also include construction of a filter system to control odors.

Construction deferred until FY 22

EXPENDITURE ACCOUNTS:

Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design	99,030						105,000	204,030
3140 - Legal Services							2,000	2,000
3150 - Construction Management							105,000	105,000
3160 - Construction Contract							700,000	700,000
3170 - Contingency							70,000	70,000
EXPENDITURE TOTALS	99,030						982,000	1,081,030
FUNDING SOURCES								
773-Wastewater Capital Improvement	99,030							99,030
999-Unidentified							982,000	982,000
FUNDING TOTALS	99,030						982,000	1,081,030

Wet Weather Flow Monitoring

Project No: S18-73

Category: Wastewater

Project Location: 1 Chaix Ln

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will provide the City with a sanitary sewer flow monitoring and inflow/infiltration study that identifies areas of storm water and groundwater inflows into the City's sewer system.

EXPENDITURE ACCOUNTS:

Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design							50,000	50,000
EXPENDITURE TOTALS							50,000	50,000
FUNDING SOURCES								
773-Wastewater Capital Improvement							50,000	50,000
FUNDING TOTALS							50,000	50,000

WWTP Recycled Pipeline and Pump Station

Project No: S21-01

Category: Wastewater

Project Location: 1 Chaix Ln St. Helena

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Provide pump station to distribute recycled water to the WWTP spray fields and provide recycled water to City customers via mainline connection

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	PROJECT TOTAL
3110 - Design			130,000					130,000
EXPENDITURE TOTALS			130,000					130,000
FUNDING SOURCES								
764-Water Impact Fees			95,000					95,000
774-Wastewater Impact Fees			35,000					35,000
FUNDING TOTALS			130,000					130,000

CITY OF ST. HELENA

RESOLUTION NO. 2021-

ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021-22 TO 2025-26

RECITALS

A. The City of St Helena has prepared a Five-Year Capital Improvement Program (CIP) which sets forth a funding strategy for proposed capital projects; and

B. The CIP is a planning tool that identifies anticipated capital improvements for Fiscal Years 2021-22 to 2025-26; and

C. The CIP also identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement projects; and

D. The expenditures shown for the first year of the CIP comprise the Capital Budget starting in Fiscal Year 2021-22. Subsequent years are also included in the CIP, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections; and

E. The CIP is anticipated to be updated annually, as a whole, and amendments can be considered by the City Council at any time; and

F. City Council of the City of St Helena has designated the City Planning Commission as the planning agency for the City of St Helena; and

G. State Law requires that designated planning agencies review their agency's capital improvement plan to ensure compliance with the adopted General Plan; and

H. On May 18, 2021, the Planning Commission, during a regularly scheduled meeting, considered the projects and programs for Fiscal Year 2021-22 in the City's Capital Improvement Program and their conformity to the adopted City General Plan; and

I. A majority of the fiscal impact to the CIP have been transferred in prior years and any additional funds have been identified in the proposed operating budget for Fiscal Year 2021-22.

RESOLUTION

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

1. The Five-Year Capital Improvement Program for Fiscal Years 2021-22 to 2025-26 is hereby adopted.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulous, City Clerk

June 8, 2021

To St. Helena City Council Members

Agenda Consent Item 9.6

During a 2011 utility rate study St. Helena identified 30 Water Enterprise Capital Improvement Projects (CIPs) that were projected to be completed by 2016. The revenue needed to complete these projects was to be paid out of a 64.2% water rate increase over the next 5-year period. The projects ranged in cost from $25,000 for the city's Toilet Retrofit Program to $377,000 for the Bell Canyon Inflow Weir Design, Permit and Construction Project.

Among the CIPs listed in the 2011, twelve projects were not completed by the end of 2016. And, as a result, city council approved extending the projected completion dates for these same CIPs through 2022 along with another 61% water rate increase that began in 2017.

Based upon the combined 125% water rate increase over this 10-year period, the city collected $10,371,073 to complete these same eleven CIPs.

What concerns me tonight is city staff is again asking city council to approve extending the completion of these same eleven CIPs from 2021-22 to 2025-26. Unfortunately, with another increased projected cost of $2.6 million for a new total of $12,962,215.

Admittedly, I am not an accountant, and I would like to state I obtained this information through many hours researching the city's 2011 and 2016 utility rate studies along with their accompanying documents.

As a result, yesterday I met with the city's finance director to share my information before speaking to city council tonight. What I learned was that my calculations could not be confirmed or denied but that there are existing positive CIP balances remaining in the city's water budget that have not yet been disclosed. I was also informed that it was possible some of the CIP numbers in my calculations may be inaccurate because of city accounting procedures unfamiliar to me.

The bottom line is, whether I am off by three million or eight million dollars, the fact remains the city has been collecting an increase in revenue from its water customers to pay for the completion of eleven CIPs, for ten years. And tonight, city staff is again requesting another 4-year extension to complete the same eleven projects.

Recently, city council has discussed the need to conduct another utility rate study a year before it was scheduled because the city's water infrastructure remains in such dire need of repair. As a water customer, I would like to know how the city has spent the millions of dollars it has collected in past water rate increases for the eleven CIPs remaining to be completed? And secondly, where the additional revenue will come from to address St. Helena's new $50 million CIP list keeping in mind that St. Helena has one of the highest water rates in the entire Bay Area.

Tom Belt

Report to the City Council
Regular City Council - 08 Jun 2021 - *AMENDED 6-4-21

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed adoption of a Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on July 8, 15, 22, 29, 2021, between the hours of 6:00 pm and 8:00 pm.**

CEQA Determination: **Categorically Exempt, Section 15323**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This July marks the 32nd year the St. Helena Chamber of Commerce has hosted the Concerts in the Park Event. Attendance consists of St. Helena residents, friends throughout Napa County, and summer visitors who come to visit St. Helena. It is very much a family event with all age groups represented. Typical attendance is 125-150 people per event.

DISCUSSION

The City Municipal Code does not include provisions for reserving Lyman Park, or authorizing the waiver of fees. Consequently, the Chamber is required to submit an encroachment permit along with the required insurance and fee. The Chamber has requested the permit fee of $200 be waived and the City Manager has the authorization to waive the fee.

FISCAL IMPACT

The applicant has requested the City Manager waive the encroachment fee in the amount of $200.

RECOMMENDED ACTION

Staff recommends City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on July 8, 15, 22, 29, 2021, between the hours of 6:00 pm and 8:00 pm. This event request includes a wine vendors as well.

ATTACHMENTS

RESO - Concerts in the Park Series
St. Helena Summer Concert Series
PW2105-015_Encroachment Permit

CITY OF ST. HELENA

RESOLUTION NO. 2021-

APPROVING THE ST. HELENA CHAMBER OF COMMERCE TO HOST THE MUSICAL ENTERTAINMENT EVENT, CONCERTS IN THE PARK, AT LYMAN PARK ON JULY 8, 15, 22, 19, 2021, BETWEEN THE HOURS OF 6:00 PM AND 8:00 PM AND APPROVAL OF A WINE VENDOR

RECITALS

A. The Municipal Code for the City of St. Helena does not include provisions for reserving Lyman Park; and

B. The St. Helena City Council has the authority to regulate the use of public property, and

C. This event will be open to the general community; and

D. The St. Helena Chamber of Commerce has requested permission to host musical entertainment and a wine vendor, per event at Lyman Park on July 8, 15, 22, 29, 2021, between the hours of 6:00pm and 8:00pm, and

RESOLUTION

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

1. Permission is hereby granted to the St. Helena Chamber of Commerce to use Lyman Park for their "Concerts in the Park" event series.
2. The St. Helena Chamber of Commerce can coordinate a wine vendor per event.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 8, 2021 by the following roll call vote:

Mayor Ellsworth:
Vice Mayor Dohring:
Council Member Chouteau:
Council Member Hall:
Council Member Hardy:

APPROVED: ATTEST:

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk


ST. HELENA
SUMMER
CONCERT SERIES
JULY • 8TH • 15TH • 22ND • 29TH
6 - 8 PM • LYMAN PARK
FOOD • WINE • MUSIC
TIA CARROLL BAND • FULL CHIZEL
DIRTY CELLO • PLANET GROOVE BAND
ST. HELENA
CHAMBER OF COMMERCE
CITY OF ST. HELENA

ENCROACHMENT PERMIT APPLICATION

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

OFFICE USE ONLY
Encroachment Permit #: PW2105-015
Expiration Date: 05/25/2022

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

Property and Work Description

Site Address: Lyman Park, 1498 Main Street, St. Helena, CA 94574

Related Building Permit Number_____ Work/Event Description: Summer Concert Series at Lyman Park July 8, 15, 22, and 29, 2021. Providing music, safely spaced seating, wine, and food. Guests bring outside food to event. Each event is 6 pm -8 pm.

DIAGRAM OF PROPOSED ACTIVITY ***attach additional sheet if necessary***

See attached Site Plan
Thursday July 8, 2021 6pm - 8pm
Thursday, July 15, 2021 6pm - 8pm
Thursday, July 22, 2021 6pm - 8pm
Thursday, July 29, 2021 6pm - 8pm

*Site map subject to change, as state/local guidance changes the number of attendees to public outdoor events.

Estimated Start Date July 8, 2021 **Estimated Completion Date** July 29, 2021

Property Owner

Owner Name: City of St. Helena
Address: 1572 Railroad Avenue
City: St. Helena State: CA Zip: 94574
Email: apichly@cityofsthelena.org Phone #: 707-963-7748

Contractor/Applicant

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

Company Name: St. Helena Chamber of Commerce Contact Name: Stephanie Iacobacci
Contractor License#:_____ Expires:_____
City of St. Helena Business License #: 12021 Expires: 12/31/2021
Address: 1320A Main Street
City: St Helena State: CA Zip: 94574
Email: stephanie@sthelena.com Phone #: 909-786-9208

Applicant Check Off List **Permit fees are due at the time of application and are *NON REFUNDABLE.***

Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.

Check Off Major	Check Off Minor
$500.00 fee paid	$200.00 fee paid
Proof of Insurance Coverage	Proof of Insurance Coverage
Copy of Civil Plans for Related Building Permit	Copy of Civil Plans for Related Building Permit
Traffic Control Plans	Traffic Control Plans
Site Plans	Site Plans
USA Tag #	

Conditions: Please reserve Park (through Rec) for the event nights

Standards Attached: _____

Street Supervisor Approval Signature: _____ **Date:** 5-21-2021

Water Supervisor Approval Signature: _____ **Date:** _____

Minimum Insurance Requirements;

General Liability	**Major Permit 2 Million General Liability/4 million Aggregate**
	Minor Permit 1 Million General Liability/2 million Aggregate
Auto Liability	**Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage**
Workers Comp	**Major/Minor Permit 2 Million per Injury**

Special Circumstances May Arise Which Could Cause Changes to These Guidelines

Attach Certificate of Insurance (COI) **AND** Endorsements

The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."

Disclosure Statement

NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection.

Permit fees are due at the time of application and are *NON REFUNDABLE.* Incomplete submittals will not be accepted.

I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS.

I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

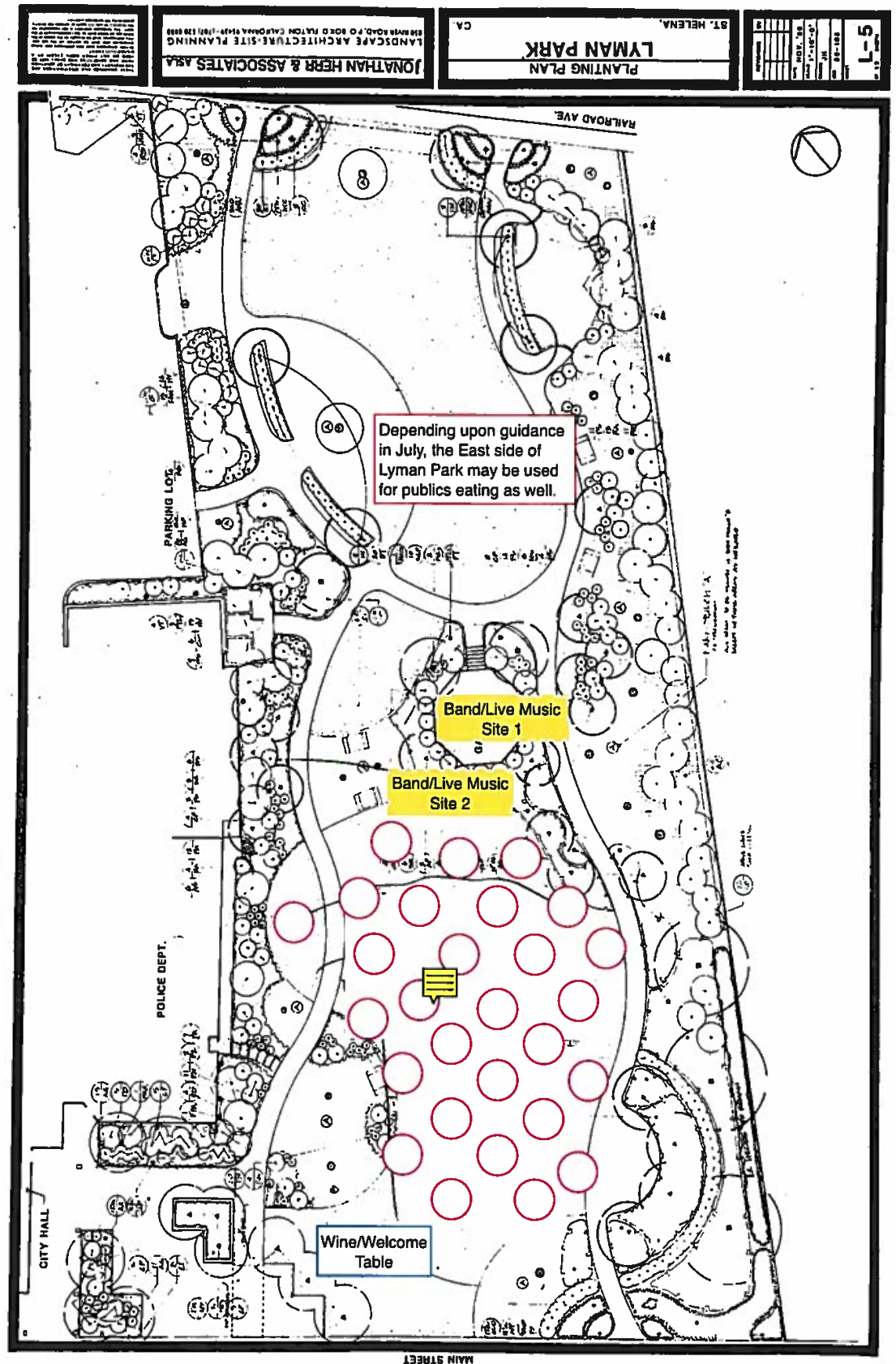
Signature: _____ **Date:** May 13, 2021

☐ **Owner** ☐ **Contractor**

GENERAL PERMIT REGULATIONS

NOTE: ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL

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



Circle represent public seating. Chamber Staff will work with Parks to create ground markers to keep people physically distant in accordance with CDPH/County Guidance.

ACORD

STHELEN-07 AGELARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2020

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

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

PRODUCER	CONTACT NAME:
Malloy Imrie & Vasconi Insurance Services, LLC 899 Adams Street Suite C St. Helena, CA 94574	PHONE (A/C, No, Ext): (707) 963-2777 FAX (A/C, No): (707) 963-4073 E-MAIL ADDRESS: myagency@mivinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nova Casualty Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

St. Helena Chamber of Commerce
1320 A Main Street
St. Helena, CA 94574

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CF1-ML-10001310-03	6/24/2020	6/24/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Liquor Liability						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CF1-ML-10001310-03	6/24/2020	6/24/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CF1-UM-10000274-03	6/24/2020	6/24/2021	AGGREGATE	$
	DED X RETENTION $ 10,000							$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of St. Helena, its Officers, Officials, Employees, Agents and Volunteers are named as additional insured on the general liability as required by written contract per form CG 20 26 04 13. This insurance is primary and waiver of subrogation is included as required by written contract per policy form AGL09340717. Proof of Hired and Non Owned Auto Liability and Umbrella Liability is also provided.

CERTIFICATE HOLDER

City of St. Helena, Its Officers, Officials, Employees and Volunteers
1480 Main Street
Saint Helena, CA 94574

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Edward S. Bythrow

ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** is amended as follows:

1. **EXPECTED OR INTENDED INJURY EXTENSION**
   Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:
   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
2. **NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**
   Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:
   a. This exclusion does not apply to aircraft chartered with crew to any insured.
   b. This exception provision does not apply if the chartered aircraft is owned by any insured.
   c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.
3. **NON OWNED WATERCRAFT EXTENSION**
   Subparagraph **(2)** of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:
   (2) A watercraft you do not own that is:
   (a) Less than 60 feet long; and
   (b) Not being used to carry persons or property for a charge;
   This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.
   This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.
4. **PROPERTY SOLD OR ABANDONED BY YOU**
   Subparagraph **(2)** of **j. Damage To Property** is deleted and replaced by the following:
   (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.
5. **DAMAGE TO PREMISES RENTED TO YOU**
   a. The last Paragraph of **2. Exclusions** is deleted and replaced by the following:
   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.
   b. Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.
   The Damage To Premises Rented To You Limit will be the higher of:
   (1) $1,000,000; or
   (2) The amount shown on the Declarations for Damage To Premises Rented To You.
6. **INVITEE PROPERTY DAMAGE LEGAL LIABILITY**
   a. The following is added to subparagraph **(4)** of **j. Damage To Property**:

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(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.

d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
(2) The construction, erection or removal of elevators; or
(3) The ownership, maintenance, or use of any elevators covered by this insurance.

e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
(1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.

g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.

h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
(1) Any "occurrence" that takes place after you cease to lease that land; or
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.

i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.

j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
(1) Their financial control of you; or
(2) Premises they own, maintain or control while you lease or occupy those premises.
(3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
As respects Paragraph **j.(2)** above, this insurance does not apply to:
(4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
(5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

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Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. **CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**
   Subparagraphs **(a)**, **(b)** and **(c)** under Paragraph **2.a.(1)** do not apply to "bodily injury" for which insurance is provided as follows:
   a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
   b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. **INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**
   a. Paragraph **2.a.(1)(d)** does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
      (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
      (2) When acting within the scope of their employment by you.
      Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
   b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
   c. This provision as provided in Paragraph **3.a.** and **3.b.** does not apply if:
      (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
      (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
   d. The insurance provided by Paragraph **3.a.** and **3.b.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.
4. **LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**
   a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
   b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4.b. Excess Insurance** is amended to add the following:
      This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
   1. **KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**
      The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:
      a. You, if you are an individual;
      b. A partner or member, if you are a partnership or joint venture;

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ruling;

(d) Not arising out of any "advertisement" by the insured.

3. **INSURED CONTRACT**
   a. Subparagraph **a.** of the definition of "insured contract" is deleted and replaced by the following:
      a. A contract for a lease of premises.
   b. Subparagraph **f.** of the definition of "insured contract" is deleted and replaced by the following:
      f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
4. **PRODUCTS-COMPLETED OPERATIONS HAZARD**
   The definition of "products-completed operations hazard" in Paragraph **16.** is amended to add the following:
   Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.
   For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:
   a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
   b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
   c. First aid.
8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

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Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration of a Resolution authorizing: (1) the City Manager to execute Amendment No. 1 to Professional Services Agreement with Noll & Tam Architects in the amount of $117,622 to STH contract No: FY 2021-071 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed $158,997; and (2) authorizing use of General Fund net position in an amount not-to-exceed $117,622**

CEQA Determination: **Not a CEQA project**

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On May 25, 2021, the City Council approved a resolution authorizing the City Manager or designees to execute a lease for a portion of the Napa Valley Community College District Upper Valley Campus to lease space at their St. Helena campus to serve as a City Hall and Police facility. It is anticipated this space will serve the City for at least five years and is in need of modest Tenant Improvements (TI's) in order to facilitate the specific needs of the City.

DISCUSSION

In order to identify the tenant improvements required for the space, the City executed a contract with Noll and Tam Architects at the April 13, 2021 Regular City Council meeting. The City will have a interim timeframe to complete the required TI's for the Administrative departments prior to start of the first lease payment and additional time to complete the required TI's for the Police Department. It is the City's intention to have staff move in as quickly as possible in order to move from the current facility to the NVC campus as the

current facility is outdated, in need of significant repairs, and a much smaller facility that is not as conducive to multiple staff being in the office at the same time due to continuing COVID restrictions.

In working with Noll and Tam Architects, it has been identified that the tenant improvements will require a review and permit from the Division of the State Architect (DSA). Submitting plans for tenant improvements to the DSA requires detailed site plans that were not anticipated with the original scope of work with Noll and Tam as additional engineering fees not included. Noll and Tam has identified that they will need civil, structural, and mechanical engineering review to meet the DSA process requirements.

Phase 1 of the TI's scope includes the initial space planning of the City Administration offices and Police, and the construction documents for the tenant improvements of the Administration offices and ADA improvements only. At the time of the contract approval the agreement was based on a construction document set for public bidding without DSA permitting and limited Construction Administration services. No engineering consultants were included with the exception of limited civil engineering scope for ADA upgrade to the existing parking stalls.

Phase I was also intended to bid the Administration TI first, then complete the Police bidding documents at a later time. Subsequently, the Napa Valley College District has clarified that the Tenant Improvements for the City and Police offices must be approved and permitted by the Division of State Architect (DSA). The DSA permitting process has particular requirements including full engineering consultant drawings and construction administration protocols. The DSA review process is typically lengthy and more formal, so it was determined that it would be more efficient and cost effective to permit both the administration and police as one project, and subsequently constructed as one phase of construction. This added fee proposal is an amendment to Phase 1 scope to achieve the revised required criteria for the City’s tenant improvements at NVC.

FISCAL IMPACT

It is recommended to fund the additional work required for the DSA submittal from the City's General Fund Net Position in an amount not-to-exceed $117,622. Use of General Fund reserves would leave the General Fund estimated net position at June 30, 2021 at $6.2 million.

RECOMMENDED ACTION

Adopt Resolution authorizing: (1) the City Manager to execute Amendment No. 1 to Professional Services Agreement with Noll & Tam Architects in the amount of $117,622 to STH contract No: FY 2021-071 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed $158,997; and (2) authorizing use of General Fund net position in an amount not-to-exceed $117,622.

ATTACHMENTS

St. Helena NVC add scope for Amendment 1
0603 2021 ST Helena Add Fee _DSA
Amendment #1 Noll and Tam
Resolution - Noll and Tam Amendment #1

St Helena City Administration and Police Offices at Napa Valley College
Noll & Tam Amended Fee Proposal for
Completion of TI Construction Documents and DSA Permitting
June 3, 2021

NOLL & TAM ARCHITECTS

Background

Phase 1 of the St Helena City Offices at Napa College Valley was approved April 13, 2021 as described in the Noll & Tam fee proposal dated March 26th. This scope includes the initial space planning of the City Administration offices and Police, and the construction documents for the tenant improvements of the Administration offices and ADA improvements only. At the time of the contract approval the agreement was based on a construction document set for public bidding without DSA permitting and limited Construction Administration services. No engineering consultants were included with the exception of limited civil engineering scope for ADA upgrade to the existing parking stalls. Phase I was also intended to bid the Administration TI first, then complete the Police bidding documents at a later time.

Subsequently, the Napa Valley College District has clarified that the Tenant Improvements for the City and Police offices must be approved and permitted by the Dept. of State Architect (DSA). The DSA permitting process has particular requirements including full engineering consultant drawings and construction administration protocols. Given that the DSA review process is typically lengthy and more formal, it was determined that it would be more efficient and cost effective to permit both the administration and police as one project, and subsequently constructed as one phase of construction.

This added fee proposal is an amendment to Phase 1 scope to achieve the revised required criteria for the City's tenant improvements at NVC as described in more detail below.

Amended Scope for City Admin and Police Tenant Improvements

A. Construction Documents for Police (approx. 4-6 week process)

Assumptions:

1. Police scope will be added and folded into Phase 1- Administration scope (per approved contract April 13th, 2021).
2. Administration office and Police office TI will be a single construction document set, to be DSA permitted and publicly bid as a single phased project
3. City or NVC will provide "Front End" Division 1 Specification
4. Incorporate Town and DSA comments
5. Mechanical, Electrical and Plumbing engineering drawings will be included, including sprinkler drawings (see attached engineering detailed fee proposals)

Police Construction Documents Scope:

1. General: Unless specifically identified, there will be no work to the following items that will remain as is:
    - Exterior building shell and associated courtyard areas
    - Existing partitions as shown
    - Existing wall, floor and ceiling finishes
    - Existing MEP systems; modifications only as required for new enclosed offices.

2. Modular Shower/Toilet Trailer
    - Design team will Indicate routing of water and sewer to existing sources
    - Structural engineer will confirm existing outdoor slab will take the new trailer loading
    - Design of Site walls or fencing is included
    - Design, code compliance, accessibility compliance, and procurement of the trailer will be the responsibility of the Town, and site requirements provided to the design team
    - Design of the trailer mechanical, electrical and plumbing systems is by the City's trailer vendor, including site connection to available electrical utilities.
    - Assumption is that the trailer will not require site installed foundations; structural engineering is not included

3. Interior Tenant Improvements include
    - Configuration of (3) new police offices (Room 33)
    - Rm 34 (former science lab) Removal of lab casework and capping of plumbing for new workstations.
    - Room 36- new ammunition storage- reuse of existing shelving, new security hardware
    - Rm 31- new dispatch: installation of existing dispatch equipment and new interview room. Dispatch equipment inventory, requirements, and specifications to be provided by Police
    - Provide new transaction window at Room 31
    - Provide new Bullet proof wall treatment to demarcate the extent of the Police dept.
    - Provide hallway security closures at Corridor 1 and corridor at police wing
    - Assumption is that new lighting will not exceed 10% of existing lighting so that title 24 modification will not be triggered.
    - Assumption is that any required fire alarm modifications will be accommodated by the existing conventional fire alarm system and acceptable to DSA (upgrade of existing fire alarm system to an addressable system is not included)

Deliverables:

- Cover Sheet with site vicinity map, code notes, including ADA- with CASP report attachment
- Floor plan indicating new construction, demolition notes, and areas to remain as is
- Final furniture/office layout (For information only)
- Finish schedule
- Interior Details: Interior door, typical new partitions, bullet proof walls, ceiling details
- Specification notes on drawings
- Front end Div 1 specifications by City

B. <u>Department of State Architect (DSA) permitting and construction process</u>
    1. Registration of Project- DSA Form 1 and DSA Form 1 REG
    2. Compile all consultant documents for Electronic drawing submittal
    3. Pre-back check preparation (review of electronic comments ahead of back check meeting)
    4. DSA Back Check, incorporate permit comments into drawings
    5. Final DSA approved set for bidding

6. DSA Construction process
    - Notify DSA of construction start
    - Assumes that there is a District or City project representative on site during construction to represent the Owner's interest and provide onsite construction management
    - Assumes DSA field inspector will be assigned to the project by DSA and will make periodic site visits. The District or City's project representative will be responsible for meeting with the DSA field inspector.
    - The provision of an inspector of Record (IOR) hired by the District, will be confirmed at a later date.
    - Completion of construction verification form 6, if required, and Close-out Form 6.

C. Design team Construction administration

The fees proposed are an allowance for the design team's construction administration fees. Once the duration of construction is confirmed, and the actual level of effort from the design team and availability of assigned Town and District staff to CA is confirmed, we propose that the CA fees be revisited, and billed on a Time and Materials basis.

CA fee allowance includes:

1. Assumption that construction duration will be approximately 3 ½ months
2. Up to (2) in-person site meetings by Architect that includes the punch list site visit
3. Periodic construction meetings that will be virtual team meetings with the contractor, the Town's project representative, and the District representative.
   Architectural fee Includes (10) virtual meetings
4. See attached proposals for engineering on CA site visit assumptions
5. Submittal reviews
6. Respond to contractor design questions (RFI's)
7. Final punch list on site
8. Final close out
9. CA Meeting notes will be the responsibility of the contractor
10. Final record drawings are the responsibility of the contractor

D. Exclusions: (But can be added if requested)

1. Front End Division 1 Specifications (Owner's requirements, including instructions to bidders
2. IT systems design and IT consultant services
3. Security design and Security Consultant services
4. A/V design or A/V Consultant services
5. Identity Signage design (overall building signage to identify the City Offices)
6. Cost Estimating
7. Record drawings
8. LEED certification
9. Design or redesign of new electrical services, lighting systems, or mechanical systems
10. Design of new fire alarm system
11. Design of radio system

Noll & Tam Architects
729 Heinz Avenue
Berkeley, CA 94710

St Helena City Admin and Police offices/DSA permitting

Napa Valley College
6/3/2021

Basic Service	Consultant	CONSTRUCTION DOCUMENTS	CONSTRUCTION ADMINISTRATION (T&M Allowance)	TOTALS
Architectural Services: Police and DSA process	Noll & Tam Architects	$19,147	$13,845	$32,992
Structural Engineering	IDA	$4,935	$1,575	$6,510
Mechanical/Plumbing Engineering	Eddie Padillo	$21,210	$2,100	$23,310
Electrical Engineering	Atium Engineering	$26,250	$5,040	$31,290
Landscape Architect	Not included			$0
Civil Engineering	BKF	$8,925	$4,095	$13,020
Cost Estimating	Not included			$0
Identity Signage/Graphics	Not included			$0
Subtotal Basic Services		**$80,467**	**$26,655**	**$107,122**
Supplemental Services				
Topographic Survey	BKF	$7,000		$7,000
Utility Survey (for Location of Trailer)	BKF	$3,000		$3,000
Reimbursable Expense Allowance		$500		$500
TOTAL FEE				**$117,622**

AMENDMENT #1

AUTHORIZING: (1) THE CITY MANAGER TO EXECUTE AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS IN THE AMOUNT OF $117,622 TO STH CONTRACT NO: FY 2021-071 FOR PHASE I OF THE NAPA VALLEY COLLEGE TENANT IMPROVEMENTS AT THE CITY OF ST. HELENA FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $158,997; AND (2) AUTHORIZING USE OF GENERAL FUND NET POSITION IN AN AMOUNT NOT-TO-EXCEED $117,622

This First Amendment to Professional Services Agreement STH Contract: FY 2021-071 dated April 10, 2021 ("Agreement") is made as of this 8th day of June 2021 by and between the City of St. Helena, a municipal corporation ("City"), and Noll & Tam Architects ("Consultant").

RECITALS

A. On April 13, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described tenant improvements at the Napa Valley College Upper Campus for Phase I; and

B. On May 25, 2021, the City Council approved resolution authorizing the City Manager or designees to execute a lease regarding a portion of the Napa Valley Community College District Upper Valley Campus; and

C. Based on the required identified tenant improvements, the City and Consultant now desire to amend the Agreement with the Consultant to provide additional fees for permitting the Division of State Architect; and

E. Permitting for the Division of the State Architect requires full engineering consultant drawings and construction administraton protocols that were not included in the original scope of work with Noll and Tam Architects; and

D. Amendment No. 1 is for an additional $117,622 for a total not-to-exceed amount of $158,997

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

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

   "Total compensation shall not exceed $158,997…" and;

2. Authorizing an increase of $117,622 and;

3. Authorizing use of General Fund Net Position in an amount not-to-exceed $117,622.

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Mark T. Prestwich
Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

ATTEST:

_____
City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2021-_____

AUTHORIZING: (1) THE CITY MANAGER TO EXECUTE AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS IN THE AMOUNT OF $117,622 TO STH CONTRACT NO: FY 2021-071 FOR PHASE I OF THE NAPA VALLEY COLLEGE TENANT IMPROVEMENTS AT THE CITY OF ST. HELENA FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $158,997; AND (2) AUTHORIZING USE OF GENERAL FUND NET POSITION IN AN AMOUNT NOT-TO-EXCEED $117,622

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All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Anna Chouteau:	_____
Councilmember Lester Hardy:	_____
Councilmember Eric Hall:	_____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Mark Rincon-Ibarra and Ratifying the City Manager's Appointment to serve as the Public Works Director/City Engineer; and in accordance with California Code Section 54953(c)(3) the recommended final action for Public Works Director/City Engineer beginning June 30, 2021 provides for an annual base salary of $184,505 with the following benefits, use of City vehicle, Deferred Compensation City match of up to $200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a New Member (PEPRA) formula of 2% at 62, final compensation based on highest average during a 36 consecutive months period.**

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

The City's Public Works Director/City Engineer resigned in February 2021. In February 2021, the City entered into an agreement with Bob Murray and Associates (Consultant) to provide professional recruitment services for a Public Works Director/City Engineer.

Upon close of the recruitment, Bob Murray and Associates assisted the City with screening applicants and made recommended to the City for the top candidates for interviews.

DISCUSSION

After interviews with many talented candidates, Mark Rincón-Ibarra has been selected to serve as the City's next Public Works Director/City Engineer. Mr. Rincón has over 36 years of experience in managing public works and providing municipal engineering support. He has expertise in the water/wastewater infrastructure field specializing in management of total project delivery. His background also includes planning, design, construction, start up, and operations. Mark has extensive experience in infrastructure rehabilitation and capital improvement programs, including various construction delivery methods. He has been responsible for a range of projects in municipal facilities, including transportation, water, wastewater, stormwater, groundwater studies, designs, tender packages, and construction management. He ran design teams that were presented with challenging technical issues–to deliver results within allocated time constraints, financial commitments and numerous construction issues. He has served markets including Australia, the Southeast Atlantic (US) region, Southern California, Latin America, and the San Francisco Bay Area. Mr. Rincón is currently serving as the Director of Public Works/City Engineer for the City of Cloverdale.

In recognizing Mr. Rincón's 36 years of public service, the City Manager recommends Mr. Rincón be appointed at E step, is granted a three-month severance payment under Section 4(c) of the attached agreement (consistent with other City department directors), and a vacation accrual of 15 days paid vacation during each full year of his first five years of employment.

FISCAL IMPACT

Funding for this position is included in the FY 2020-21 adopted budget and FY 2021-22 draft budget and is supported by the General Fund, Water Fund, and Wastewater Fund.

RECOMMENDED ACTION

It is recommended the City Council adopt the attached resolution approving the Employment Agreement with Mark Rincón-Ibarra ratifying the City Manager's Public Works Director/City Engineer appointment.

ATTACHMENTS

Resolution - M. Rincón-Ibarra Employment Agreement
Employment Agreement M. Rincón-Ibarra

CITY OF ST. HELENA

RESOLUTION NO. 2021-___

RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH MARK RINCÓN-IBARRA AND RATIFYING THE CITY MANAGER'S APPOINTMENT TO SERVE AS THE PUBLIC WORKS DIRECTOR/CITY ENGINEER; AND IN ACCORDANCE WITH CALIFORNIA CODE SECTION 54953(c)(3) THE RECOMMENDED FINAL ACTION FOR PUBLIC WORKS DIRECTOR/CITY ENGINEER BEGINNING JUNE 30, 2021 PROVIDES FOR AN ANNUAL BASE SALARY OF $184,505 WITH THE FOLLOWING BENEFITS, USE OF CITY VEHICLE, DEFERRED COMPENSATION CITY MATCH OF UP TO $200 PER MONTH, HEALTH BENEFITS CONSISTENT WITH THE BENEFITS OFFERD TO OTHER EMPLOYEES OF THE CITY, AND WILL RECEIVE RETIREMENT BENEFITS AT A NEW MEMBER (PEPRA) FORMULA OF 2% AT 62, FINAL COMPENSATION BASED ON AVERAGE DURING A 36 CONSECUTIVE MONTHS PERIOD.

RECITALS

A. The City of St. Helena conducted a recruitment process for a Public Works Director/City Engineer; and

B. Mark Rincón-Ibarra participated in that process and ultimately emerged as the preferred candidate.

RESOLUTION

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

1. Ratify City Manager's appointment of Mark Rincón-Ibarra as Public Works Director/City Engineer; and
2. Approve and authorize the City Manager to enter into an Employment Agreement effective June 30, 2021 with Mark Rincón-Ibarra as the Public Works Director/City Engineer of the City of St. Helena upon satisfactory completion of his pre-employment screening.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2021, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____
Councilmember Hall: _____
Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EMPLOYMENT AGREEMENT FOR PUBLIC WORKS DIRECTOR/CITY ENGINEER

Between

CITY OF ST. HELENA AND MARK RINCON-IBARRA

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of June 30, 2021, between THE CITY OF ST. HELENA, a municipal corporation (City), and MARK RINCON-IBARRA (Director or Employee), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Mark Rincon-Ibarra as Public Works Director/City Engineer for the City of St. Helena.

WHEREAS, Mark Rincon-Ibarra desires to serve as Public Works Director/City Engineer of the City of St. Helena beginning on June 30, 2021.

WHEREAS Mark Rincon-Ibarra has the necessary education, experience, skills, and expertise to serve as the City's Public Works Director/City Engineer; and

WHEREAS, The City Manager, as appointing power, and Mark Rincon-Ibarra desire to agree in writing to the terms and conditions of Mark Rincon-Ibarra employment as Public Works Director/City Engineer.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Public Works Director/City Engineer

(a) Director shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time-to-time assign.

(b) Director shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Public Works Director/City Engineer.

(e) Director shall devote full time to the performance of his duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Director shall maintain a valid California Driver's License as a condition of his employment unless it is not possible because of a documented medical reason.

(g) Director shall maintain professional engineering license in the State of California as a condition of his employment.

2. Term

This Agreement is effective June 30, 2021 and will continue in effect until terminated as provided herein. As stated in Section 3, Director's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment, and (3) upon termination of this Agreement, the Director understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Public Works Director/City Engineer; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement**. The City Manager and Director may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City**. The City Manager may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.

(c) **Severance**. Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Public Works Director/City Engineer, the Director shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. However, in the event the Director is terminated for cause, the Director shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Director shall not be entitled to any severance benefits.

(d) **Resignation by Director**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Director to resign at any time from his position as Public Works Director/City Engineer. Director may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of his intention to resign.

(e) **Rights and Remedies of Director upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, unless Director is entitled to a name clearing hearing under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

(f) **Resignation in Lieu of Termination**. If the Director is terminated without cause, the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director resigned.

(g) **Administrative Leave.** The City Manager may place the Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Director for his services pursuant to the City's publicly available salary schedule for the Public Works Director/City Engineer. Effective June 30, 2021, the Director shall be placed at Step E of the Public Work Director's salary schedule ($184,505).

Salary for the Director shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager within the publicly available salary schedule. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) Performance Review. The City Manager shall evaluate the Director's performance by December 30, 2021, and at least annually thereafter.

(c). CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a PEPRA Member (2%@62), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program and makes no promises regarding any particular level of benefits that will be provided under that program.

(d). The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Director's gross pay.

(e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Director shall receive fifteen (15) days paid vacation during each full year of his first five years of employment. Upon completion of year five (5), the Director may accrue sixteen (16) days paid vacation annually. During years six (6) through ten (10), the Director may accrue an additional eight (8) hours of vacation per year up to twenty (20) days. On the Director's 25th anniversary and every five years thereafter, one additional day will be awarded on that year. The maximum amount of accrued vacation may not exceed 280 hours.

(g) Director shall receive two (2) days of paid floating holidays awarded January 1st of each full year of his first five (5) years of employment. Upon completion of year five (5), the Director will be awarded three (3) additional days of floating holidays per year for a total of five (5). Director shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating Vacation

accruals and Floating Holidays; time shall be based on the Director's initial date of hire with the City.

(h) Vehicle Use. Director will have access and full use of a City vehicle for City business, and may drive the City vehicle home so that they City vehicle will be available for use for City business outside of regular business hours.

(i) Communications. Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(j) Professional Development and Training. City shall pay for Director's annual training and membership to essential professional associations.

(k) Hours of Work. The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports, and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Public Works Director/City Engineer. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Director:

(a) In the event Director is placed on paid leave pending an investigation, Director shall reimburse such pay to City if he is subsequently convicted of a crime

that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

(b) In the event City pays for Director’s legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Director may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes “abuse of office or position” as defined in Government Code Section 53243.4.

9. Attorney’s Fees

In the event of any mediation, arbitration, or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
City of St. Helena
1572 Railroad Avenue (or current City Hall location)
St. Helena, CA 94574

TO EMPLOYEE: Mark Rincon-Ibarra
Last home address on file with the City

12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Director and the City Manager, and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Director may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Director acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters into this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Public Works Director/City Engineer have entered into and executed this Agreement as of the 30th day of June 2021.

CITY OF ST. HELENA

A Municipal Corporation

By: _____
Mark T. Prestwich
City Manager

PUBLIC WORKS DIRECTOR/CITY ENGINEER

By: _____
Mark Rincon-Ibarra

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **OLD BUSINESS**

Subject: **Fiscal Year 2021-22 Draft General Fund Budget Update**

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

On May 13, 2021, the City held the first of two budget workshops planned for the development of the FY 2021-22 Budget. With the evolving COVID-19 environment, coupled with the current water emergency, it remains critical this year's spending plan reinforces the Council's budget priorities and supports the delivery of key projects via the City's goals and workplan.

- Goal 1 - Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health
- Goal 2 - Stabilize, Maintain, and Improve Access to Housing
- Goal 3 - Enhance Organization Performance and Commit to Full Public Participation, Ongoing Communication, and Regional Collaboration
- Goal 4 - Ensure Long-Term Economic Sustainability while Supporting St. Helena's Charm and Rural Character*
- Goal 5 - Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of our Youth
- Goal 6 - Support Initiatives that Respond to and Plan for Climate Change

**Draft goal title*

The initial Budget Workshop focused on the General Fund and provided a summary of the current fiscal year and an early draft of the FY 2021-22 General Fund budget which projected an initial budget shortfall of approximately $720,000 (see Tables 1 and 2 below);

however, at that time it was premature to solve for this imbalance as the hotel data (TOT revenues) for April and May would improve the City's ability to estimate the TOT revenue as the draft FY 2021-22 TOT estimate was $1.2 million lower than the FY 2018-19 actuals. Additionally, at that time, TOT had been averaging approximately 1/3 of the FY 2018-19 revenues year-to-date, but was expected to rebound robustly in the coming months.

Table 1: FY 2021-22 Draft Revenue and Expenses - As Presented 5/13/21

Revenues	14,621,906
Expenses	(16,017,886)
Funding Gap	*(1,395,980)*
Labor Reductions - maintain frozen positions (Table 2)	776,127
REVISED REVENUE/EXPENSES	
Revenues	14,621,906
Expenses (revised with Labor Reductions)	(15,341,759)
Remaining Gap to Solve	***(719,853)***

Table 2: FY 2021-22 Frozen Positions

Position	Salary Savings
Planner	175,069
Police Officer	159,276
Recreation Supervisor	132,574
Senior Librarian	132,404
Senior Civil Engineer	112,138
Maintenance Worker	64,666
Total	***776,127***

On May 28, 2021, Budget Workshop #2 was held and provided a review of the FY 2021-22 Water Fund and Wastewater Fund preliminary budget data and Review of FY 2021-26 Five-Year Capital Improvement Program (CIP).

DISCUSSION

Over the past month, as the State continues to reopen from COVID impacts, staff has re-examined the forecasted revenue based on additional revenue information and made adjustments highlighted in the following sections.

Revenues

Since the May 13, 2021, staff has updated the draft FY 2021-22 revenue as there is more confidence in revenue projections based on TOT actuals for April and May. While May TOT is not due to the City until June 30, 2021, staff has reached out to hotels and confirmed the May performance is outpacing initial City estimates and future bookings

are strong. When compared with FY 2018-19, staff estimates revenues for May and June 2021 will be at 95% of pre-pandemic numbers. Based on the updated information, staff has revised the FY 2021-22 revenue assumptions as outlined in Table 3.

Table 3: FY 2021-22 Updated Draft Revenue Assumptions

Revenue	Assumption	May 13, 2021 Estimate	June 8, 2021 Updated Estimate
Property Tax	4% increase, not including ERAF	5,476,132	5,476,132
Sales Tax	Avenu Most Conservative	4,929,200	4,929,200
TOT	95% of FY 2018-19 Actuals	2,078,120	3,131,904
Other	Includes estimated $575,000 in Federal COVID relief - 2nd stimulus payment	2,138,454	2,138,454
	Total Preliminary Revenue Increases	***14,621,906***	***15,675,690***

The updated TOT revenue projections increased the draft FY 2021-22 revenues by $1,053,784 from the May 13, 2021 forecast. The estimated expenses assume the City will maintain the six frozen positions outlined in Table 2 above.

Expenses

The draft FY 2021-22 budget presented on May 13, 2021, estimated expenses at $15.34 million. Based on City Council feedback, updated expenses, and updated revenue projections the increases outlined in Table 4 have been included in the June 8, 2021, updated draft budget.

Table 4: FY 2021-22 Additional General Fund Expenses

Additional Expenses	Amount
Tenant Improvements - Napa Valley College	250,000
Grant Assistance	25,000
CARES Funding Increase	10,000
Miscellaneous - decrease due to adjustments	(16,026)
TOTAL INCREASE FROM MAY 13, 2021	***273,975***

The updated General Fund expense projections for the draft FY 2021-22 budget is $15.6 million.

Table 5 provides an updated summary of the largest cost drivers in the development of the FY 2021-22 budget and includes if the expense is discretionary, if the expense aligns with the feedback from the community budget survey, and identifies the Council Goal associated with the cost. It is important to note these are new/increased expenses from the FY 2020-21 adopted budget and do not represent all expenses associated with accomplishing City Council Goals.

Table 5: FY 2021-22 Preliminary Cost Drivers

Cost Driver	Discretionary	Council Goal	Budget Survey	Amount*
Measure T MOE*		Goal 1	X	379,189
Tenant Improvements - NVC	X	Goal 3		250,000
Normal Cost of Step Increases		Goal 3		224,646
Napa Valley College Lease	X	Goal 3		216,000
PERS Unfunded Liability - 15-year	X	Goal 4	X	173,357
Assistant Public Works Director	X	Goal 1	X	125,272
Health Insurance Increase		Goal 3		101,281
Business Recovery Marketing	X	Goal 4	X	100,000
Hire Cadet to Full-time Officer	X	Goal 3	X	87,227
Incremental Increases for Fire Dept.	X	Goal 3	X	83,215
Attorney - General Fund Litigation		Goal 4		75,000
Interpretation Services	X	Goal 3	X	60,000
Measure T Class I Trails		Goal 1	X	54,000
Downtown Street Lighting	X	Goal 4		45,000
Diversity and Inclusion	X	Goal 3	X	45,000
Non-Profit Grant Program	X	Goal 3		32,542
Restoration of 50% Training Budgets	X	Goal 3		29,433
Grant Assistance	X	Goal 1, 2, 4	X	25,000
Additional CARES Funding	X	Goal 2	X	10,000
Total Increase from FY 21 Budget				***2,115,162***

*Increase in expenses from FY 2020-21

Table 6 (below) provides the estimated net position at June 30, 2022 of 40% which exceeds the City Council policy of 30%. While estimated fund balance is healthy, it is important to note the net position assumes the following:

1. Receipt of reimbursements for LNU and Glass Fire expenses incurred in FY 21 - staff continues the process of submitting claims to FEMA, CalOES, and the City's insurance carrier for reimbursement and timing of reimbursements are typically within one year; however that is not guaranteed.

2. One time revenues received as part of the Federal COVID stimulus package - this assumes $575,000 will be received in the current Fiscal Year (FY 2020-21) and the remaining $575,000 will be received in FY 2021-22.

Table 6: FY 2021-22 Estimated Net Position

Estimated Unassigned Fund Balance @ 6/30/21		6,160,269	Net Position %
Estimated Revenue @ 6/30/22	15,675,690		
Estimated Expenses @ 6/30/22	(15,630,449)		
Revenues Less Expenses	45,241		
Use of Reserves	-0-		
Estimated Unassigned Net Position @ 6/30/22		6,205,510	40%

It is important to stress the budget forecasting is still volatile and the City, as well as the world, is still trying to navigate what the post-COVID environment will hold for both the short- and long-term financial situation.

As stated above, the estimated net position is 10% higher then the City Council adopted policy of a 30% reserve level. The Council does have the discretion to utilize reserves and, if brought to 30% this would allow an additional $1.2 million in expenses. However, due to the continued volatility of revenue projections vs. performance, staff recommends the following for City Council consideration:

1. Any additional use of net position is for one time investments and not for ongoing operational expenses;
2. Net position is not reduced below 35%;
3. Utilization of an add back list which recognizes discretionary unfunded expenses which will be brought back to City Council as FY 2020-21 actuals are solidified and as FY 2021-22 revenues are realized.

Table 7 captures options for development of an add back list.

Table 7: FY 2021-22 Add Back List

Item	Council Goal	Budget Survey	Amount
Annual Civic Investment	Goal 1	X	500,000
Annual Storm Drain Investment	Goal 1		500,000
Defensible Space Matching Grant (if awarded) can be split over 2 Fiscal Years	Goal 1	X	318,750
Additional Street Paving - up to $200,000	Goal 1	X	200,000
Continue Funding Sick Leave Conversion Liability	Goal 4	X	152,000

Additional Funding for Non-Profits - up to an additional $50,000*	Goal 3		50,000
Laserfiche - continue building online access to City records	Goal 3		35,000
Full Restoration of Training Budgets	Goal 3		29,000

*Scheduled for discussion at September 14, 2021 Council Meeting

FISCAL IMPACT

Discussed throughout this report.

RECOMMENDED ACTION

Discussion and direction regarding FY 2021-22 draft General Fund budget priorities for presentation and adoption at the June 22, 2021 City Council meeting.

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **OLD BUSINESS**

Subject: **Presentation of the FY 2021-22 Long Range Financial Forecast and California Municipal Financial Health Diagnostic**

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

Long Range Financial Forecast (LRFF)

The Long Range Financial Forecast (LRFF) provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with an early financial assessment and identify any significant issues that may need to be addressed in the budget development process. The LRFF analysis is centered on the City's General Fund because it is the primary operating budget for tax supported municipal services. It is a standard practice for the City to update this plan annually.

Fiscal Health Assessment (FNA)

The California Municipal Financial Health Diagnostic (the “Diagnostic”) was developed by Michael Coleman, the principal fiscal policy advisor to the California Society of Municipal Finance Officers and League of California Cities, with substantial contributions from a number of highly experienced local government finance professionals.

This tool is designed to assist agencies in their fiscal evaluation, validate areas in which the City is fiscally healthy, identify programs and areas to improve, help management and elected officials identify and act to remedy problems and address them before they become unmanageable, avoid being blind-sided by problems, and to help others understand the City’s financial position.

This tool was initiated by the League of California Cities and has been endorsed by the Government Finance Offers Association (GFOA) and used by numerous cities throughout California.

DISCUSSION

Long Range Financial Forecast (LRFF): Attachment 1

The Long Range Financial Forecast (LRFF) provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with an early financial assessment and identify any significant issues that may need to be addressed in the budget development process. The LRFF analysis is centered on the City's General Fund because it is the primary operating budget for tax supported municipal services. It is a standard practice for the City to update this plan annually.

The scenarios are modeled to provide insight into future financial capacity so strategies can be developed to achieve long-term sustainability in light of the City's service objectives and financial capacity. They are intended to provide a high-level overview of the City's financial situation utilizing various models.

The LRFF provides modeling for the following:

1. Scenario 1 - Baseline (includes COVID-19 recovery and Farmstead hotel revenues starting in FY 2024-25)
2. Scenario 2 - Baseline with a second hotel in FY 2025-26 modeled on Option 2 of the ITF report which produces the most amount of revenues.

All scenarios include line items on the summary showing (1) a line item for storm drain repairs of $500,000 per year starting in FY 2022-23; (2) a line item for civic improvements of $500,000 per year starting in FY 2022-23, (3) incremental property, sales, and TOT increases for each hotel based on the revenue projections in the ITF report; and (4) the sale of the City-owned asset as a one-time revenue which is placed in the General Fund balance.

Fiscal Health Assessment (FNA): Attachment 2

This Diagnostic is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an assessment of the local government's level of financial distress and tendency toward financial crisis.

The Diagnostic is focused first and foremost on the General Fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing

temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programmatic revenues and spending on discretionary resources.

City staff engaged Mark Walsh, CPA to assist in completing the Diagnostic with the purpose of presenting a very broad overview of the fiscal health of St. Helena. Information for the Diagnostic was acquired from the following: (1) Comprehensive Audited Financial Reports (Audited Financials), (2) FY 2020-21 Adopted Budget, (3) Long Range Financial Forecasts prepared by City staff, and (4) City policies and procedures.

The general fund is the focus of the diagnostic, because it is the primary measure of fiscal health and the main fund in which the City Council makes decisions with broad impact on the mix of services delivered and the appropriate level of services.

It is important to note the FNA incorporates additional data not included in the City's LRFF for the Audited Financials, which for the current FNA is FY 2018-19 and FY 2019-20. The additional information is based on the Audited Financials reporting of Governmental Funds, which includes the following funds which are not included in the LRFF:

Fund Name	Fund Number
Bocce	286
Harvest Festival	287
Fire Capital Equipment Replacement	593

Page 4 of the FNA presented a summary checklist of 14 Financial Health Indicators. Out of the 14 indicators, the City ranks Healthy in nine areas, Caution in three areas, and Warning in two areas. The table below provides a comparison of the three FNAs completed since December 2017.

Summary Checklist	Dec 2017	April 2019	June 2021
1. Net operating deficit/surplus	Healthy	Healthy	Caution
2. Fund Balance	Healthy	Healthy	Caution
3. Capital Asset Condition	Caution	Warning	Warning
4. Liquidity	Healthy	Healthy	Healthy
5. Fixed costs & labor costs	Healthy	Healthy	Healthy
6. General fund subsidies of other funds	Caution	Healthy	Healthy
7. Constraints on budgetary discretion	Healthy	Healthy	Healthy
8. Balancing the budget with temporary funds	Healthy	Healthy	Caution
9. Balancing the budget with borrowing	Healthy	Healthy	Healthy

10. Balancing the budget by deferring employee compensation costs	Healthy	Healthy	Healthy
11. Balancing the budget with backloaded debt service payments	Healthy	Healthy	Healthy
12. Funding operating costs with non-recurring revenues	Healthy	Healthy	Healthy
13. Timeliness and accuracy of financial reports	Healthy	Healthy	Healthy
14. Service level solvency	Caution	Caution	Warning

While the June 2021 FNA has adjusted its rankings to include more items in the Caution area, this is a result of the financial impact COVID-19 has had on the City as indicated in the table above.

The two warning areas received are a result of the City not keeping pace with the conditions of the City's assets including facility maintenance and road conditions.

Previous FNA's recommended improvement in capital assets replacement funding; completion of financial policies work; and a study of pension funding. While the City has made progress in each area, there is still additional work to be done. Below is a high-level overview of what has been done to-date:

- The SHAPE (St. Helena Asset Planning and Engagement) Committee inventoried City assets in order to better prioritize City investments and frame a future conversation about revenue strategies. The 2018 EMG study of City building assets identified more than $11 million in investments needed over the next 20 years to maintain City buildings.
- Beginning in 2019 and concluding in 2020, the Financing Civic Infrastructure Task Force identified various revenue strategies and recommended an annual investment of $500,000 in preventative City storm drain infrastructure.
- Measure T is a 25-year countywide 1/2 cent sales tax to fun road improvements which began collection in April 2018 and produces approximately $900,000 annually. Although the additional funds are helpful for road improvements, a pavement management report noted that a five-year investment of $11 million is needed to increase the average PCI rating from 50 to 80, a figure recommended by best management practices.
- Financial policies are completed, and adopted by City Council.
- City Council policy to make additional discretionary payments at a 15-year repayment schedule for PERS Unfunded Liability Obligation.
- Utilizing a General Fund investment of over $300,000 to reduce the Retiree Medical obligations as well as discontinuance of this benefit for all new employees.

The Diagnostic tool is meant to serve as a conversation starter and is not the final answer or a detailed plan. However, it does fit cleanly with the current questions about capital financing, facilities, and assumptions used for long-term planning.

FISCAL IMPACT
There is no fiscal impact to this report.

RECOMMENDED ACTION
Receive and file.

ATTACHMENTS
Attachment 1 - LRFF FY 22 Updated 060421
Attachment 2 - 2021 Fiscal Health Assessment

General Fund
Long Range Financial Forecast
City of St. Helena
2022-2032

Updated June 8, 2021

Prepared By:

Mark Prestwich, City Manager

April Mitts, Finance Director

City of St. Helena
General Fund
Financial Forecast
FY 2021-22 to FY 2031-32

Forecast Overview 2

Risks to the Forecast 5

General Fund Forecast 8

Revenues and Assumptions 10

Expenditures and Assumptions 13

Appendix 15

FORECAST OVERVIEW

City Overview

The City of St Helena is located in the heart of the Napa Valley and has a population of approximately 6,000 residents. The City was incorporated in 1876 and reincorporated in 1889. St. Helena is a General Law city and operates under a Council-Manager form of government. The City Council is comprised of five members, with a directly elected Mayor every two years, and the other four members elected at-large that serve four-year overlapping terms. A City Manager, appointed by the Council, is responsible for the administration of City affairs and implementation of Council policy.

The City's Fiscal Year (FY) 2020-21 adopted General Fund Operating Budget is $11.2 million with approximately 81.2 FTE budgeted positions. As a full-service City, St. Helena has the following departments: Administration, Planning and Community Improvement, Recreation, Library, Finance, Public Works, Police, and a part-time Fire Department.

Due to several unknowns, volatility of TOT revenues, and the overall economic impacts of COVID-19, the City is remaining fiscally cautious in the development of the FY 2021-22 budget. With this in mind, departments were asked to keep the majority of expenses status quo, with the exception of reinstatement of the salary and benefit concessions and training budgets. In order to sustain and rebuild the City's budget reserves, all department budgets were asked to present no significant budget increases/requests. Any budget increases were accompanied with the rationale for augmentation and association with City Council adopted goals which are listed below.

- Goal 1 - Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health
- Goal 2 - Stabilize, Maintain, and Improve Access to Housing
- Goal 3 - Enhance Organization Performance and Commit to Full Public Participation, Ongoing Communication, and Regional Collaboration
- Goal 4 - Ensure Long-Term Economic Sustainability while Supporting St. Helena's Charm & Rural Character
- Goal 5 - Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of our Youth
- Goal 6 - Support Initiatives that Respond to and Plan for Climate Change

On May 13, 2021, the City held the first of two budget workshops planned for the development of the FY 2021-22 Budget. With the evolving COVID-19 environment, coupled with the current water emergency, it remains critical this year's spending plan reinforces the Council's budget priorities and supports the delivery of key projects via the City's goals and workplan.

The initial Budget Workshop focused on the General Fund and provided a summary of the current fiscal year and a draft of the FY 2021-22 General Fund budget. The draft FY 2021-22 revenue and expenses projected an initial budget shortfall of approximately $720,000; however, at that time it was premature to solve for this imbalance as the hotel data (TOT revenues) for April and May would improve the City's ability to estimate the TOT revenue as the draft FY 2021-22 TOT estimate was $1.2 million lower than the FY 2018-19 actuals.

On May 28, 2021, Budget Workshop #2 was held and provided a review of the FY 2021-22 Water Fund and Wastewater Fund preliminary budget data and Review of FY 2021-26 Five-Year Capital Improvement Program (CIP).

As the State continues to reopen from COVID impacts, staff has re-examined the forecasted revenue based on additional revenue information and have adjusted the estimated revenues, the updated revenues were presented at the June 8, 2021 City Council meeting. The following is a summary of the revenue and expense adjustments and updated net position for the General Fund.

Revenues
Since the May 13, 2021, staff has updated the draft FY 2021-22 revenue as there is more confidence in revenue projections based on TOT actuals for April and May. While May TOT is not due to the City until June 30, 2021, staff has reached out to hotels and have confirmed the May performance is outpacing initial City estimates and future bookings are strong. When compared with FY 2018-19, staff estimates revenues for May and June 2021 will be at 95% of pre-pandemic numbers. Revenue estimates increased from $14.6 million to $15.7 million.

Expenses
The draft FY 2021-22 budget presented on May 13, 2021, estimated expenses at $15.34 million. Based on City Council feedback, updated expenses, and updated revenue projections the draft budget increased expenses by $273,975 which was primarily due to additional funding needed for tenant improvements associated with the City Hall relocation to the Napa Valley College campus. The updated expense projection for FY 2021-22 is $15.6 million.

Given the challenging budget environment presented by the COVID-19 pandemic, it remains critical the FY 2021-22 spending plan reinforces the Council's budget priorities, aligns with the City's Vision and Mission Statements, and supports the delivery of key projects via the City's goals and workplan.

Long Range Financial Forecast
The Long Range Financial Forecast (LRFF) provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with a financial forecast and identify any significant issues that may need to be addressed in the annual budget development process.

It is important to keep in mind that a forecast is not a budget. The LRFF is a vehicle that peers into the future and makes projections about what is likely to happen given certain assumptions. If future deficits are projected, then the forecast allows time to take corrective action to ensure finances remain stable.

This analysis is centered on the City's General Fund because it is the primary operating budget for tax supported municipal services. Long range financial forecasting assists the City in making decisions that lead to our ability to sustain the community's core services. This document represents a review of the City of St. Helena's General Fund using three different scenarios.

It is a standard practice for the City to update this plan annually.

Scenarios

The LRFF scenarios illustrate trends of the City's expenditures and revenues over the next 10 years. The FY 2021-22 draft budget presented on June 8, 2021, is used as the base for the scenarios and the FY 2018-19 Adopted Operating Budget is used as the base for the recovery. More detailed information for the assumptions is included in the *Revenue and Assumptions* and *Expenditure and Assumptions* sections of this report. It is important to note the historical LRFF figures for both revenues and expenditures are actual numbers. For forecasting purposes if non-reoccurring revenues and non-reoccurring expenditures could be identified, they were removed in determining forecasted growth/decline.

The scenarios are modeled to provide insight into future financial capacity so that strategies can be developed to achieve long-term sustainability in light of the City's service objectives and financial challenges. They are intended to provide a high-level overview of the City's financial situation utilizing various models. Both scenarios utilize information presented in the Infrastructure Task Force (IFT) Final Report approved by the ITF on May 6, 2020. A copy of the report can be found in the following location: https://sthelena.civicweb.net/document/41322/Financing%20Civic%20Infrastructure%20Task%20Force%20Final%20Re.pdf?handle=978E51C80CB94734A5F6AD27FE3DCBF5. It is important to note the following regarding Transient Occupancy Tax (TOT) assumptions for possible new hotel development:

- The ITF report calculates TOT at 13%. The current amount of TOT collected by the City is 13%; however, 12% is for the General Fund and can be used for general purposes and the remaining 1% is designed for affordable housing. The scenarios presented in the LRFF show only the 12% which is designed for the General Fund.
- Calculations for the TOT for scenarios assume a 50% occupancy rate during the first year in business and the full occupancy rate listed in the ITF report in year two.
- The TOT revenue may vary based on individual Development Agreements.

Two scenarios are being presented; each scenario is described below.

1. Scenario 1 - Baseline - This scenario accounts for the COVID fiscal recovery by FY 2022-23 and models the Farmstead hotel project beginning in FY 2024-25. The hotel revenue model used is from the IFT Final Report approved by the ITF on May 6, 2020. This scenario adds an additional $72,000 in Property Tax revenues beginning in FY 2025-26, an additional $133,500 in Sales Tax beginning in FY 2024-25, and an additional $1.5 million in TOT over a two-year period beginning in FY 2024-25. Assuming 50% occupancy in FY 2024-25 and 75% occupancy in FY 2025-26 and beyond. The Baseline adds 2 additional expense lines accounting for $500,000 in storm drain repairs beginning in FY 2022-23 and $500,000 in civic improvements beginning in FY 2022-23 with a 5% escalator each year.

2. Scenario 2 – Baseline with One Additional New Hotel - This scenario uses the baseline and models a second hotel opening in FY 2025-26. The hotel revenue modeling used is the Option 2 hotel as presented in the IFT Final Report. This adds an additional $192,000 in Property Tax revenues beginning in FY 2026-27, and additional $398,580 in Sales Tax beginning in FY 2025-26, and adds an additional $2,943,360 in TOT over a two-year period beginning in FY 2025-26. The second hotel assume 50% occupancy in FY 2025-26 and 80% occupancy in FY 2025-26 and beyond.

Risks to the Forecast

Every projection is a combination of assumptions based on analysis of historical data, use of actual data when available (e.g., labor contracts, CalPERS rates), and educated assumptions based on an analysis of available information. In addition to the built-in uncertainty of projections, the City continues to experience uncertainty in the future of revenue and major expenses that would impact the City's budget due partly to the structure of State municipal finance laws and the unprecedented revenue losses and duration of those losses due to the COVID-19 pandemic. The major risks to these projections are discussed below.

1. COVID-19 Pandemic - Typically the LRFF highlights that a risk to the forecast is a volatile economy. While this is certainly true, the current LRFF presented has an additional unprecedented unknown, which is the overall economic impacts of the COVID-19 pandemic. There are unknown impacts the phased reopening will have on the City's ability to return to business as usual. Unlike the Great Recession where businesses remained open, COVID-19 immediately shut down revenues associated with TOT and sales tax which are two of the largest General Fund contributors. The forecast anticipates a recovery to pre-COVID levels by FY 2022-23.

2. Volatile Economy - The City's revenues are impacted by economic conditions. As evidenced in the recent Great Recession, the City's three largest revenue sources, property, sales, and transient occupancy taxes, are tied to the broader economic trends.

3. State Takeaways and Borrowing - During times of economic downturn, the State of California has previously shifted, borrowed, or took money from cities to cover its own budget shortfalls. In an effort to protect local governments, Proposition 1A was passed in 2004 to protect local revenues from being transferred away from the state. However, Proposition 1A

can be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur. The first emergency suspension of Proposition 1A was passed by the Legislature as part of the 2009-10 budget package. Under this provision the State borrowed 8% of the amount of property tax revenue and was required to repay the obligations plus interest by 2013. After this initial repayment, the legislature may consider only one additional borrowing within a ten-year period. While it can not be predicted if the State will once again borrow money from local governments, it is a possibility.

4. Unfunded Liability Pension Costs - CalPERS pension costs continue to rise and are projected to double, reaching an average of 15.8% of General Fund budgets by FY 2024-25. CalPERS continually reassesses the employer contribution and, based on market returns and other factors, rates can be increased or decreased annually. The projections in this forecast are based on the CalPERS Actuarial Review from August 2019. This forecast does not take into consideration any losses CalPERS may encounter as a result of COVID-19. These losses and resulting impacts, if any, will be realized by the City in FY 2022-23.

5. Compensation Increases - During FY 2019-20 the City completed and implemented a Compensation and Classification Study which affects the overall increase in salary and benefits.

6. Fire Department - The City of St. Helena currently operates primarily a part-time Fire Department for a total operations budget of $1.46 million annually (exclusive of Strike Team costs) in FY 2020-21 and $1.65 million in FY 2021-22. The department has evolved in recent years from a volunteer department, to a permanent part-time staffing model, to a hybrid full-time and part-time model that is evolving to a full-time model. This transition has added several hundred thousand dollars of operational costs to the General Fund over the past few years. Despite this transition, the hybrid nature of the Fire Department remains a low-cost alternative to a full-time department. However, one vulnerability to the General Fund is that the model relies on part-time staff and qualified drivers to sign-up for evening on-call duty seven days per week. Should the City experience a shortage of evening drivers and/or available part-time personnel, it will be necessary to consider full-time evening staffing which will add cost to this operation and impact service levels in other departments.

7. Health Premiums - The City currently pays 100% of employee health premiums. The City is a participant in the Redwood Empire Municipal Insurance Fund (REMIF) which is a self-insured joint powers authority established in 1976 to handle insurance claims, benefit programs, and risk management needs of 15 cities. In 2015, REMIF changed to a self-funded health plan with the anticipation of overall savings in health care costs to all member cities. Health premiums in the LRFF are projected to rise over the next decade by 5% annually. Actual health care costs are typically received by the City in May of each year. The risk is that health premiums may rise faster than the forecast, increasing total compensation costs.

8. Asset Recapitalization - In 2017, to help address the significant current-term and long-term costs for replacement or repair of aging buildings, the City Council formed the St. Helena

Assets Planning Engagement (SHAPE) Committee with the general purpose to identify alternatives to address deficiencies and opportunities identified in the Facilities Condition Need Assessment (FCNA), challenges identified in the Long Range Financial Forecast, and feasibility of concepts identified in the 2009 Visioning Statement. Additionally, the Committee identified financial strategies (along with identifying consequences and trade-offs) for City Council consideration to address identified deficiencies, opportunities, and/or utilization of community assets. The Committee presented its final report to City Council on June 12, 2018.

The final SHAPE report included options for each property to be carried forward for discussion with City Council as well as an annual cost summary of asset recapitalization provided by EMG. As identified in the 2019 Fiscal Health Analysis, assets are depreciating at $1.3 million per year and only a fraction of that amount is being recapitalized. Due to the impacts of COVID-19 and the needs for cost containment strategies, the LRFF does not make any contributions to asset recapitalization until FY 2022-23 in the amount of $500,000 annually with a 5% inflator through the end of the LRFF. This amount is included as an individual expense line item in both scenarios.

9. No Major New One-Time Expenses - The expenditure forecast does not include any provisions for unexpected one-time expenses, such as changes in legislation, unexpected events, acts of nature, or other such factors that could require the City to expend a significant amount of General Fund resources.

10. Storm Drain Repairs – Similar to asset recapitalization, the LRFF includes an additional line item for $500,000 for storm drain maintenance beginning in FY 2022-23 as presented in the ITF Final Report. The $500,000 has an annual 5% inflator through the end of the LRFF.

GENERAL FUND FORECAST

Two scenarios are presented in the LRFF. The following tables and charts show the General Fund balance for each of the scenarios over a 10-year period. Full-size charts are included as Appendices A-C.

Scenario 1 - Appendix A: Baseline

The baseline in this forecast accounts for the continued recovery from the ongoing COVID-19 revenue and expense implications. During FY 2020-21, the City experienced stronger than expected revenues associated with sales tax and Transient Occupancy Tax (TOT) appears to be making a strong return with the FY 2021-22 estimated TOT revenues recovering to 95% pre-COVID levels. Revenue assumptions for Sales and TOT in FY 2021-22 assume an increase over the FY 2020-21 adopted budget and recovery to pre-pandemic levels by FY 2022-23 a 5% increment in the following years. The baseline includes the Farmstead hotel project online in FY 2024-25 and utilizes the revenue forecast presented in the IFT Final Report approved by the ITF on May 6, 2020. This scenario adds an additional $72,000 in Property Tax revenues beginning in FY 2025-26, an additional $133,500 in Sales Tax beginning in FY 2024-25, and an additional $1.5 million in TOT over a two-year period beginning in FY 2024-25. Assuming 50% occupancy in FY 2024-25 and 75% occupancy in FY 2025-26 and beyond. Both scenarios include $500,000 for storm drain repairs and $500,000 for civic improvements beginning in FY 2022-23 with a 5% escalator each year thereafter. These expenses are included an individual line item.

FY 22 SCENARIO 1 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE, WITH FARMSTEAD FY 25													
GENERAL FUND TEN YEAR FORECAST 2020-2030 - UNASSIGNED													
		FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	7.01 m	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	1.05 m	0.45 m	-0.29 m	-1.16 m	-2.21 m	-3.42 m
2													
3	REVENUES	16.75 m	15.68 m	16.15 m	16.61 m	17.16 m	17.73 m	18.32 m	18.92 m	19.55 m	20.20 m	20.87 m	21.56 m
4	Farmstead Increase Property Tax						0.07 m	0.07 m	0.08 m	0.08 m	0.08 m	0.09 m	0.09 m
5	Farmstead Increase Sales Tax					0.13 m	0.14 m	0.14 m	0.15 m	0.15 m	0.15 m	0.16 m	0.16 m
6	Farmstead Increase TOT					0.85 m	1.49 m	1.54 m	1.59 m	1.63 m	1.68 m	1.73 m	1.78 m
7	***TOTAL REVENUES***	***16.75 m***	***15.68 m***	***16.15 m***	***16.61 m***	***18.15 m***	***19.43 m***	***20.07 m***	***20.73 m***	***21.41 m***	***22.12 m***	***22.85 m***	***23.60 m***
8	EXPENSES	17.07 m	16.03 m	16.83 m	17.53 m	18.21 m	18.76 m	19.46 m	20.19 m	20.95 m	21.76 m	22.58 m	23.61 m
9	Storm Drain Repairs			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
10	Civic Improvements			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
11	***TOTAL EXPENSES***	***17.07 m***	***16.03 m***	***17.83 m***	***18.58 m***	***19.32 m***	***19.92 m***	***20.68 m***	***21.47 m***	***22.29 m***	***23.17 m***	***24.06 m***	***25.16 m***
12	ANNUAL SURPLUS OR (DEFICIT)	-0.32 m	-0.36 m	-1.67 m	-1.97 m	-1.17 m	-0.48 m	-0.60 m	-0.73 m	-0.87 m	-1.05 m	-1.21 m	-1.56 m
13													
14	ENDING FUND BALANCE	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	1.05 m	0.45 m	-0.29 m	-1.16 m	-2.21 m	-3.42 m	-4.98 m
15	UNASSIGNED NET POSITION	39%	40%	26%	15%	8%	5%	2%	-1%	-5%	-10%	-14%	-20%

Scenario 2 – Appendix B: Baseline with a Second New Hotel

This scenario uses the baseline (Scenario 1) and adds a second hotel which utilizes the model offered as Option 2 hotel as presented in the IFT Final Report. This adds an additional $192,000 in Property Tax revenues beginning in FY 2026-27, and additional $398,580 in Sales Tax beginning in FY 2025-26, and

adds an additional $2,943,360 in TOT over a two-year period beginning in FY 2025-26. The second hotel assume 50% occupancy in FY 2025-26 and 80% occupancy in FY 2025-26 and beyond. As with Scenario 1, Scenario 2 includes $500,000 for storm drain repairs and $500,000 for civic improvements beginning in FY 2022-23 with a 5% escalator each year thereafter. These expenses are included an individual line item.

	FY 22 SCENARIO 2 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE WITH ONE ADDITIONAL NEW HOTEL												
		GENERAL FUND TEN YEAR FORECAST 2020-2030 - UNASSIGNED											
		FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	7.01 m	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	3.29 m	6.23 m	9.15 m	12.04 m	14.87 m	17.65 m
2													
3	REVENUES	16.75 m	15.68 m	16.15 m	16.61 m	17.16 m	17.73 m	18.32 m	18.92 m	19.55 m	20.20 m	20.87 m	21.56 m
4	Farmstead Increase Property Tax						0.07 m	0.07 m	0.08 m	0.08 m	0.08 m	0.09 m	0.09 m
5	Farmstead Increase Sales Tax					0.13 m	0.14 m	0.14 m	0.15 m	0.15 m	0.15 m	0.16 m	0.16 m
6	Farmstead Increase TOT					0.85 m	1.49 m	1.54 m	1.59 m	1.63 m	1.68 m	1.73 m	1.78 m
7	Hotel 2 Increase Property Tax							0.19 m	0.20 m	0.21 m	0.21 m	0.22 m	0.23 m
8	Hotel 2 Increase Sales Tax						0.40 m	0.41 m	0.42 m	0.44 m	0.45 m	0.46 m	0.48 m
9	Hotel 2 Increase TOT						1.84 m	2.94 m	3.03 m	3.12 m	3.22 m	3.31 m	3.41 m
11	***TOTAL REVENUES***	***16.75 m***	***15.68 m***	***16.15 m***	***16.61 m***	***18.15 m***	***21.67 m***	***23.62 m***	***24.39 m***	***25.18 m***	***26.00 m***	***26.84 m***	***27.72 m***
12	EXPENSES	17.07 m	16.03 m	16.83 m	17.53 m	18.21 m	18.76 m	19.46 m	20.19 m	20.95 m	21.76 m	22.58 m	23.61 m
13	Storm Drain Repairs			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
14	Civic Improvements			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
15	***TOTAL EXPENSES***	***17.07 m***	***16.03 m***	***17.83 m***	***18.58 m***	***19.32 m***	***19.92 m***	***20.68 m***	***21.47 m***	***22.29 m***	***23.17 m***	***24.06 m***	***25.16 m***
16	ANNUAL SURPLUS OR (DEFICIT)	-0.32 m	-0.36 m	-1.67 m	-1.97 m	-1.17 m	1.76 m	2.94 m	2.92 m	2.89 m	2.83 m	2.78 m	2.56 m
17													
18	ENDING FUND BALANCE	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	3.29 m	6.23 m	9.15 m	12.04 m	14.87 m	17.65 m	20.21 m
19	UNASSIGNED NET POSITION	39%	40%	26%	15%	8%	17%	30%	43%	54%	64%	73%	80%

REVENUES AND ASSUMPTIONS

City Revenues

Projections of future revenues are based on a set of assumptions at a point in time and intended to highlight trends. Because the City's three major revenue sources for the General Fund (property, sales and, transient occupancy taxes) are affected by the economy, significant changes in the local, regional, and national economic outlook, positive or negative, can shift these revenue sources materially, as realized in the substantial revenue reductions that started in FY 2009-10 during the Great Recession and the recent revenue reductions due to COVID-19. Due to several unknowns, including the ongoing volatility of TOT revenues and the overall economic impacts of COVID-19, the City remains fiscally cautious in the development of the FY 2021-22 budget. This forecast assumes revenues return to pre-COVID-19 levels by FY 2022-23. The following provides a summary of the revenue assumptions used in the Baseline model for Property Tax, Sales Tax, and TOT. A Revenue assumption worksheet for the Baseline is included as Appendix C.

Property Tax

Property taxes are collected by the County of Napa and are governed by California State law. The Tax Collector of Napa County collects taxes on behalf of the County, the five incorporated cities within the county, six school districts, and all other taxing agencies located within Napa County. Once the taxes are collected, the County Auditor-Controller distributes the monies to the various taxing agencies. Property taxes are 1% of the Assessed Value (AV) of a property. Of the amount collected by the County, the City of St. Helena receives approximately 16% of the 1% annually.

Property Taxes Assumptions

- FY 2021-22: Increase of 4% - the average 3-year growth in Property tax is 8%; however, a portion of that amount is attributed to unknown, unbudgeted ERAF funds which are not guaranteed. The FY 2021-22 growth for Property Tax is slightly higher than the previous growth assumption of 3.5% used from FYs 2023-32.
- FYs 2023-2032: Utilized same growth as previous LRFF of 3.5% based on maximum increase of 2% based on CPI.

Sales Tax

Growth in sales tax depends on a variety of factors. For St. Helena, the economy and tourism have the largest impact. Sales Tax estimates for FY 2020-21 were conservative and sales tax performance exceeded expectations. Information provided by MuniServices, Inc. (Avenu Insights and Analytics) was used as the base projections for FY 2021-22 Sales Tax revenues.

Sales Tax Assumptions

- FY 2021-22: Increase of 97% over the FY 2020-21 adopted budget. The anticipated revenue is slightly higher than the FY 2019-20 actuals.
- FYs 2023-2032 – Utilized same growth as previous LRFF (3% each year)

Transient Occupancy Tax (TOT)
The City charges 12% Transient Occupancy Tax on all overnight stays when occupying a room, rooms, or other living space in a hotel, inn, tourist home or house, motel or other lodging if the stay is for a period of 31 days or less. FY 2017-18 experienced an overall increase of 23% despite the October 2017 wildfire event. The increase was primarily due to the opening of Las Alcobas which opened in April 2017.

As mentioned earlier, TOT remains the most volatile of the City's primary General Fund revenue sources. The FY 2020-21 adopted budget estimated TOT revenues at 1/3 of the FY 2018-19 actual revenue due to the COVID-19 related shelter-at-home orders. Preliminary TOT revenues presented to City Council on May 13, 2021 initially projected FY 2021-22 revenues at $1.2 million less than FY 2019-20 actuals. However, based on April 2021 and May 2021 TOT collected along with indication from local hotels, the FY 2021-22 TOT revenue were revised and are projected to increase by 152% over the FY 2020-21 adopted budget. However, this is $660,000 less than the FY 2018-19 actual revenue. There are four primary reason for the improved TOT revenue forecast: (1) the second shelter-at-home order being lifted at the end of January 2021 and increase in overnight visitors; (2) actual April 2021 and May 2021 TOT receipts; (3) indication from local hotels of future bookings; and (4) Las Alcobas hotel, which is now Alila Napa Valley, was closed from the beginning of the pandemic (March 2020) and recently re-opened in mid-March 2021.

<u>TOT Assumptions</u>

- FY 2021-22: Increase to 95% of FY 2019-20 actuals
- FY 2022-23: Return to FY 2018-19 Actual
- FYs 2024-2032: Utilized same growth as previous LRFF (3% each year)

Chart 1 (next page) provides a summary of the three largest General Fund tax generators from FY 1992-93 to FY 2021-22 (Estimated), based on audited financials and FY 2020-21 budget estimates.

Chart 2 (next page) provides a summary of all General Fund revenues from FY 1992-93 to FY 2021-22 (Estimated), based on audited financials and FY 2020-21 estimates.

CHART 1 – Property, Sales, and TOT FY 1992-93 to FY 2021-22

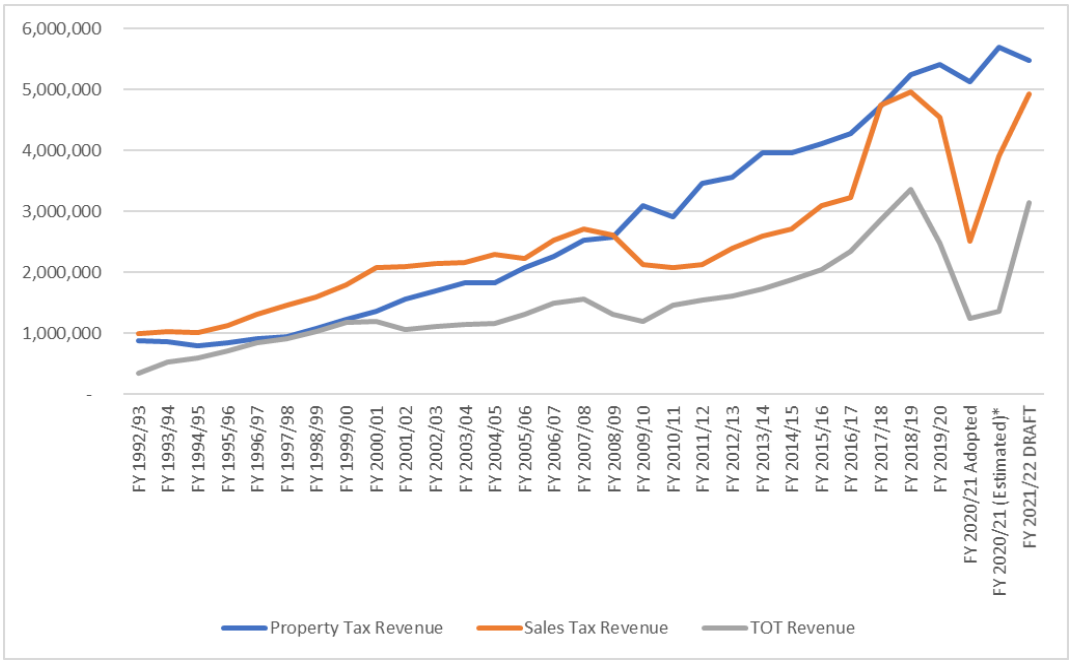
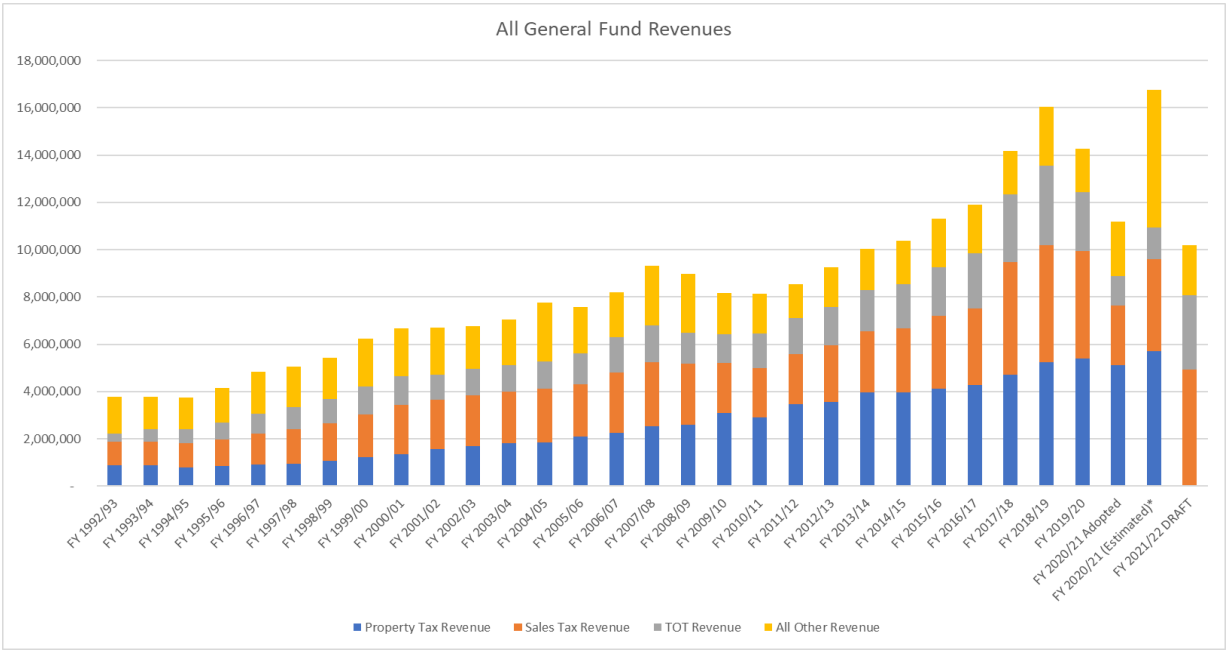


CHART 2 – All General Fund Revenues FY 1992-93 to FY 2021-22 Estimates



EXPENDITURES AND ASSUMPTIONS

The City's expense profile includes a combination of costs the City controls and does not control. For example, the City controls labor costs to the extent that it authorizes a certain number of positions and negotiates labor contracts that govern pay and benefits. Pension costs (the result of past labor negotiations and CalPERS investment performance), on the other hand, are a cost the City has little control over in the near term. The largest cost after labor is the City's services and supplies. An expense assumption worksheet for the Baseline is included as Appendix D.

The baseline model includes a 19% increase over the FY 2020-21 adopted budget. Below is a summary of the expenditure assumptions for the Baseline Scenario.

Salaries & Benefits

- FY 2021-22: Restoration of all concessions made with employee groups as part of the FY 2020-21 balanced budget strategy, restoration of 50% of the training budgets, maintains six frozen staff positions.
- FYs 2023-2032: Assume 3.5% annual growth.

Health Insurance

- FY 2021-22: Assume 5% growth, actuals will be known in June 2021.
- FYs 2023-2032: Assume 5% annual growth.

PERS Unfunded Liabilities

- Based on last available PERS information.
- New information will be available in September 2021.
- Does not factor a decrease in the discount rate which would go into effect in FY 23 (if any).

Services & Supplies – includes training and travel.

- FY 2021-22: Reduction of 34% from FY 21 Adjusted Budget. The reduction is due to the FY 2020-21 expenses related to COVID-19 and the LNU and Glass Fires. This is an overall increase of 27% from FY 2019-20 actual.
- FYs 2023-2032: Assume 5% annual growth.

Maintenance

- FY 2021-22: Based on preliminary draft budget – increase of 36% over FY 21 estimated which is a 47% growth over pre-COVID levels.
- FYs 2023-2032: Assume 1% annual growth.

Taxes, Insurance, & Contributions

- FY 2021-22: Decrease from FY 2019-20 and FY 2020-21 due to one-time use of General Fund reserves for the Small Business Sustainability Loan Program.
- FYs 2023-2032: Assume 5% annual growth.

Debt Service – assumes no new debt issued.

Capital

- FY 2021-22: Slight decrease of 6% attributed to one-time expenses to outfit 2 Public Works Vehicles in FY 2020-21.
- FYs 2023-2032: Assume 2% annual growth.

Transfer to Other Funds

- FY 2021-22: Increase of 295% from FY 2020-21 Adjusted Budget, primarily due to the Measure T Moe transfer to Streets CIP. During FY 2020-21 the MOE costs were shifted to the operations budget.
- FY 2022-23: Slight increase due to additional capital contributions for the ADA program and resume contribution to fund retiree medical.
- FYs 2024-2032: Assume modest CPI increase over the remaining years.

APPENDIX A

FY 22 SCENARIO 1 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE, WITH FARMSTEAD FY 25													
GENERAL FUND TEN YEAR FORECAST 2020-2030 - UNASSIGNED													
		FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	7.01 m	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	1.05 m	0.45 m	-0.29 m	-1.16 m	-2.21 m	-3.42 m
2													
3	REVENUES	16.75 m	15.68 m	16.15 m	16.61 m	17.16 m	17.73 m	18.32 m	18.92 m	19.55 m	20.20 m	20.87 m	21.56 m
4	Farmstead Increase Property Tax						0.07 m	0.07 m	0.08 m	0.08 m	0.08 m	0.09 m	0.09 m
5	Farmstead Increase Sales Tax					0.13 m	0.14 m	0.14 m	0.15 m	0.15 m	0.15 m	0.16 m	0.16 m
6	Farmstead Increase TOT					0.85 m	1.49 m	1.54 m	1.59 m	1.63 m	1.68 m	1.73 m	1.78 m
7	***TOTAL REVENUES***	***16.75 m***	***15.68 m***	***16.15 m***	***16.61 m***	***18.15 m***	***19.43 m***	***20.07 m***	***20.73 m***	***21.41 m***	***22.12 m***	***22.85 m***	***23.60 m***
8	EXPENSES	17.07 m	16.03 m	16.83 m	17.53 m	18.21 m	18.76 m	19.46 m	20.19 m	20.95 m	21.76 m	22.58 m	23.61 m
9	Storm Drain Repairs			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
10	Civic Improvements			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
11	***TOTAL EXPENSES***	***17.07 m***	***16.03 m***	***17.83 m***	***18.58 m***	***19.32 m***	***19.92 m***	***20.68 m***	***21.47 m***	***22.29 m***	***23.17 m***	***24.06 m***	***25.16 m***
12	ANNUAL SURPLUS OR (DEFICIT)	-0.32 m	-0.36 m	-1.67 m	-1.97 m	-1.17 m	-0.48 m	-0.60 m	-0.73 m	-0.87 m	-1.05 m	-1.21 m	-1.56 m
13													
14	ENDING FUND BALANCE	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	1.05 m	0.45 m	-0.29 m	-1.16 m	-2.21 m	-3.42 m	-4.98 m
15	UNASSIGNED NET POSITION	39%	40%	26%	15%	8%	5%	2%	-1%	-5%	-10%	-14%	-20%

APPENDIX B

FY 22 SCENARIO 2 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE WITH ONE ADDITIONAL NEW HOTEL													
GENERAL FUND TEN YEAR FORECAST 2020-2030 - UNASSIGNED													
		FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	7.01 m	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	3.29 m	6.23 m	9.15 m	12.04 m	14.87 m	17.65 m
2													
3	REVENUES	16.75 m	15.68 m	16.15 m	16.61 m	17.16 m	17.73 m	18.32 m	18.92 m	19.55 m	20.20 m	20.87 m	21.56 m
4	Farmstead Increase Property Tax						0.07 m	0.07 m	0.08 m	0.08 m	0.08 m	0.09 m	0.09 m
5	Farmstead Increase Sales Tax					0.13 m	0.14 m	0.14 m	0.15 m	0.15 m	0.15 m	0.16 m	0.16 m
6	Farmstead Increase TOT					0.85 m	1.49 m	1.54 m	1.59 m	1.63 m	1.68 m	1.73 m	1.78 m
7	Hotel 2 Increase Property Tax							0.19 m	0.20 m	0.21 m	0.21 m	0.22 m	0.23 m
8	Hotel 2 Increase Sales Tax						0.40 m	0.41 m	0.42 m	0.44 m	0.45 m	0.46 m	0.48 m
9	Hotel 2 Increase TOT						1.84 m	2.94 m	3.03 m	3.12 m	3.22 m	3.31 m	3.41 m
11	***TOTAL REVENUES***	***16.75 m***	***15.68 m***	***16.15 m***	***16.61 m***	***18.15 m***	***21.67 m***	***23.62 m***	***24.39 m***	***25.18 m***	***26.00 m***	***26.84 m***	***27.72 m***
12	EXPENSES	17.07 m	16.03 m	16.83 m	17.53 m	18.21 m	18.76 m	19.46 m	20.19 m	20.95 m	21.76 m	22.58 m	23.61 m
13	Storm Drain Repairs			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
14	Civic Improvements			0.50 m	0.53 m	0.55 m	0.58 m	0.61 m	0.64 m	0.67 m	0.70 m	0.74 m	0.78 m
15	***TOTAL EXPENSES***	***17.07 m***	***16.03 m***	***17.83 m***	***18.58 m***	***19.32 m***	***19.92 m***	***20.68 m***	***21.47 m***	***22.29 m***	***23.17 m***	***24.06 m***	***25.16 m***
16	ANNUAL SURPLUS OR (DEFICIT)	-0.32 m	-0.36 m	-1.67 m	-1.97 m	-1.17 m	1.76 m	2.94 m	2.92 m	2.89 m	2.83 m	2.78 m	2.56 m
17													
18	ENDING FUND BALANCE	6.70 m	6.34 m	4.67 m	2.70 m	1.53 m	3.29 m	6.23 m	9.15 m	12.04 m	14.87 m	17.65 m	20.21 m
19	UNASSIGNED NET POSITION	39%	40%	26%	15%	8%	17%	30%	43%	54%	64%	73%	80%

APPENDIX C

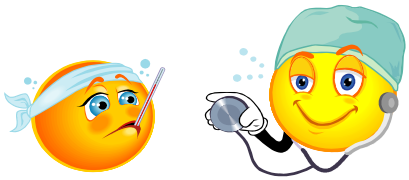
REVENUES - BASELINE - SCENARIO 1	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	Actual	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Property Taxes*	$ 5,235,189	$ 5,407,511	$ 5,690,764	$ 5,476,132	$ 5,667,796	$ 5,866,169	$ 6,071,485	$ 6,283,987	$ 6,503,927	$ 6,731,564	$ 6,967,169	$ 7,211,020	$ 7,463,405	$ 7,724,625
Sales Tax	$ 4,964,784	$ 4,540,321	$ 3,906,430	$ 4,929,200	$ 4,964,784	$ 5,113,728	$ 5,267,139	$ 5,425,154	$ 5,587,908	$ 5,755,545	$ 5,928,212	$ 6,106,058	$ 6,289,240	$ 6,477,917
TOT	$ 3,360,825	$ 2,481,962	$ 1,351,476	$ 3,140,940	$ 3,360,825	$ 3,428,042	$ 3,530,883	$ 3,636,809	$ 3,745,914	$ 3,858,291	$ 3,974,040	$ 4,093,261	$ 4,216,059	$ 4,342,540
Other Taxes	$ 209,872	$ 215,623	$ 212,930	$ 212,930	$ 216,124	$ 220,446	$ 229,264	$ 238,435	$ 247,972	$ 257,891	$ 268,207	$ 278,935	$ 290,092	$ 301,696
Licenses and Permits	$ 884,127	$ 872,817	$ 898,356	$ 752,941	$ 764,235	$ 779,520	$ 810,700	$ 843,128	$ 876,854	$ 911,928	$ 948,405	$ 986,341	$ 1,025,795	$ 1,066,826
Fines & Forfeits	$ 221,705	$ 140,267	$ 101,362	$ 101,362	$ 102,882	$ 104,940	$ 109,138	$ 113,503	$ 118,043	$ 122,765	$ 127,676	$ 132,783	$ 138,094	$ 143,618
Intergovernental	$ 522,112	$ 184,773	$ 2,569,655	$ 57,896	$ 58,765	$ 59,940	$ 62,338	$ 64,831	$ 67,424	$ 70,121	$ 72,926	$ 75,843	$ 78,877	$ 82,032
Interest and Rents	$ 418,120	$ 305,202	$ 141,775	$ 145,293	$ 147,472	$ 150,421	$ 156,438	$ 162,696	$ 169,204	$ 175,972	$ 183,011	$ 190,331	$ 197,944	$ 205,862
Charges for Service	$ 8,161	$ 42,430	$ 54,450	$ 52,650	$ 53,440	$ 54,509	$ 56,689	$ 58,956	$ 61,315	$ 63,767	$ 66,318	$ 68,971	$ 71,730	$ 74,599
Miscellaneous	$ 182,495	$ 60,562	$ 1,805,436	$ 786,021	$ 797,811	$ 813,768	$ 846,318	$ 880,171	$ 915,378	$ 951,993	$ 990,073	$ 1,029,676	$ 1,070,863	$ 1,113,697
Development Fees	$ 25,600	$ 19,360	$ 20,325	$ 20,325	$ 20,630	$ 21,042	$ 21,884	$ 22,760	$ 23,670	$ 24,617	$ 25,601	$ 26,625	$ 27,690	$ 28,798
BASELINE (RECESSION FY 20)	**$ 16,032,990**	**$ 14,270,828**	**$ 16,752,959**	**$ 15,675,690**	**$ 16,154,764**	**$ 16,612,524**	**$ 17,162,277**	**$ 17,730,430**	**$ 18,317,608**	**$ 18,924,454**	**$ 19,551,636**	**$ 20,199,843**	**$ 20,869,789**	**$ 21,562,210**
% change year over year	13.18%	-10.99%	17.39%	-6.43%	3.06%	2.83%	3.31%	3.31%	3.31%	3.31%	3.31%	3.32%	3.32%	3.32%
	$ 2,472,192	$ 1,841,035	$ 5,804,289	$ 2,129,418	$ 2,161,359	$ 2,204,586	$ 2,292,769	$ 2,384,480	$ 2,479,859	$ 2,579,054	$ 2,682,216	$ 2,789,505	$ 2,901,085	$ 3,017,128

APPENDIX D

EXPENSES: BASELINE SCENARIO 1		Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Description	Object Code	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Salaries and Benefits*, **	20	$ 7,641,857	$ 7,348,096	$ 7,605,280	$ 7,871,465	$ 8,146,966	$ 8,432,110	$ 8,727,234	$ 9,032,687	$ 9,348,831	$ 9,676,040	$ 10,014,701	$10,365,216
Health Insurance		$ 1,004,088	$ 1,112,738	$ 1,168,375	$ 1,226,793	$ 1,288,133	$ 1,352,540	$ 1,420,167	$ 1,491,175	$ 1,565,734	$ 1,644,020	$ 1,726,221	$ 1,812,532
PERS Unfunded Liabilities***		$ 856,278	$ 1,077,840	$ 1,196,403	$ 1,268,187	$ 1,344,278	$ 1,384,607	$ 1,426,145	$ 1,468,929	$ 1,512,997	$ 1,558,387	$ 1,605,138	$ 1,653,293
Services	21	$ 3,338,739	$ 3,566,680	$ 3,745,014	$ 3,932,265	$ 4,128,878	$ 4,335,322	$ 4,552,088	$ 4,779,692	$ 5,018,677	$ 5,269,611	$ 5,533,091	$ 5,809,746
Supplies	22	$ 2,311,333	$ 614,050	$ 644,753	$ 676,990	$ 710,840	$ 746,382	$ 783,701	$ 822,886	$ 864,030	$ 907,232	$ 952,593	$ 1,000,223
Maintenance	23	$ 432,419	$ 586,306	$ 592,169	$ 598,091	$ 604,072	$ 610,112	$ 616,213	$ 622,376	$ 628,599	$ 634,885	$ 641,234	$ 647,647
Taxes, Insurance, & Contributions	24	$ 1,058,404	$ 942,791	$ 969,189	$ 996,326	$ 1,024,224	$ 1,052,902	$ 1,082,383	$ 1,112,690	$ 1,143,845	$ 1,175,873	$ 1,208,797	$ 1,242,644
Debt Service (Interest & Principal)	25	$ 135,310	$ 63,178	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital	26	$ 145,051	$ 136,135	$ 138,858	$ 141,635	$ 144,468	$ 147,357	$ 150,304	$ 153,310	$ 156,376	$ 159,504	$ 162,694	$ 328,642
Transfer to Other Funds	29	$ 147,800	$ 584,189	$ 767,439	$ 819,168	$ 823,048	$ 697,088	$ 701,295	$ 705,677	$ 710,242	$ 734,999	$ 739,961	$ 745,134
TOTAL EXPENSES		**$ 17,071,279**	**$ 16,032,003**	**$ 16,827,479**	**$ 17,530,919**	**$ 18,214,905**	**$ 18,758,418**	**$ 19,459,529**	**$ 20,189,421**	**$ 20,949,331**	**$ 21,760,551**	**$ 22,584,432**	**$23,605,075**

The California Municipal Financial Health Diagnostic

June 2021



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The **California Municipal Financial Health Diagnostic** was developed by Michael Coleman with substantial contributions from Andy Belknap, Robert Leland, Dave Millican, Mary Bradley, Ron Bates, Bob Biery, Brent Mason, Max Neiman, and Chris McKenzie among many others. Jeremy Goldberg's assistance in testing draft versions of the tool was invaluable.

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How Are We Doing?

Using the The California Municipal Financial Health Diagnostic
to Evaluate Your Agency's Financial Health

According to economists, California's "great recession" ran from December 2007 and ended in August 2009. These years, and those following have been difficult for local governments all around. In addition to deep reductions in local government revenue, cities, counties and special districts have struggled with state take-aways of local funds, the dissolution of redevelopment agencies, and mounting costs of retiree pensions and benefits. The severity and combination of these financial impacts varies but in a few well-known instances, cities have had to seek the legal protections of Chapter 9 Bankruptcy to restructure their contractual obligations, and at least one county required financial intervention from the state.

Grappling effectively with financial distress before it becomes a crisis first requires a shared understanding of the financial condition of the local government. A critical component of the difficulties of the most financially distressed local governments has been a lack of recognition and agreement among local leaders, staff and key interests (labor, retirees, creditors) regarding the agency's financial condition and what must be done in order to achieve sustainability. Most financial crises can be managed without court or outside agency intervention if leaders, staff and key interests have the courage, competence, and collaborative attitudes to 1) recognize and agree upon the local government's financial condition, and 2) implement the necessary changes to set the local government on a sustainable financial course.

Defining Local Government Financial Health

Government financial health may be viewed in four related financial contexts: 1) cash solvency - the ability to meet immediate financial obligations – generally over the next 30 or 60 days (accounts payable, payroll); 2) budgetary solvency - the ability to meet all financial obligations during a budget year; 3) long-run solvency – the ability to meet all financial obligations into the future; and 4) service-level solvency – the ability to provide the desired level of services for the general health and welfare of a community.[1] In the context of today's difficult financial climate, we are primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). A more expansive evaluation of financial condition would examine the community's economic environment and ability to meet the service level desires of the community (service-level solvency).

A government is in ***financial distress*** if it has a continuing imbalance between its level of financial commitments and its available financial resources over time. If revenues and spending are not brought into balance, ***financial distress*** can progress into financial crisis, when the government is unable to meet its financial obligations.

Determining Local Government Financial Health

There have been many government financial health monitoring systems devised over the last several decades. Each approach consists of a series of financial indicators or measures that address a local government's ability to meet the needs of its constituents. The International City/County Management Association's (ICMA) venerable Financial Trend Monitoring System (FTMS) consists of some 42 financial measures including factors assessing the economic environment of the community, the finances of the jurisdiction, and its managerial practices and legislative policies.[2] Building on the FTMS and various other systems and policies developed by academics and governments, this tool distills the most essential indicators assessing financial health with a pragmatic focus on an agency's level of financial distress heading into financial crisis.

This ***California Municipal Financial Health Diagnostic*** is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an assessment of the local government's level of financial distress and tendency toward financial crisis.

The ***California Municipal Health Diagnostic*** is focused first and foremost on the general fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programatic revenues and spending on discretionary resources.

Unique Aspects of California Local Government Finance[3]

California local governments' tax and revenue raising choices are strictly limited. Property tax is the single most important source of general purpose revenue for most cities, counties and many special districts. Yet local governments have no authority over the property tax base, rate or allocation. Other tax increases require voter approval.

Over the last several decades since Proposition 13 (1978), the state has shifted property tax revenues, vehicle license taxes, and eliminated virtually all general purpose state aid to local governments. At the same time, the Legislature has shifted greater program responsiblities and imposed greater mandates but with limited funding. In response, local governments sought and voters approved, several constitutional measures protecting local government finances from further legislative actions.

Most remaining city general purpose revenues are no longer vulnerable to additional state takeaways.[4] Consequently, unlike municipalities in other states or in California in previous times, assessing the financial health of California cities has little to do with the amount or proportion of intergovernmental revenues (which, in any case, is minimal for nearly all cities and special districts).

California counties have much more limited revenue raising authority than cities and remain, by their nature, highly dependent on state budgetary actions. The state Legislature may delegate to counties any of the functions which belong to the state itself. Counties are responsible for frontline municipal services in unincorporated areas; for countywide local services such as jails, elections, and property tax administration; and for state programs delegated to counties such as health and human services.

The ***California Municipal Financial Health Diagnostic*** consists of:

1. ***The Financial Distress Checklist.*** A fourteen point list of key indicators to assess the near term financial health of your local government's general fund and other operations. The checklist is intended for use by policy makers and community members to ask the important questions and get the necessary answers.
2. ***The Financial Health Indicators.*** Linked to the fourteen point Financial Distress Checklist, the Financial Health Indicators provide more detailed formulas and methods for determining financial condition and will need to be completed by a team of qualified financial analysts.

WARNING SIGNS
Indications of Crisis

- ☐ Failure to pay an undisputed claim from a creditor within 90 days past claim date.
- ☐ Failure to forward income taxes withheld or Social Security contributions for over 30 days past the due da
- ☐ Failure to make *required* pension fund contributions on time.
- ☐ Missing a payroll for 7 days.
- ☐ Available unrestricted balance for the general fund at the end of the current fiscal year will be negative.

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[1] Justice, Jonathan and Scorsone, Eric. "Measuring and Predicting Local Government Fiscal Stress" in Levine, Helisse; Justice, Jonathan; Scorsone, Eric. Handbook of Local Government Fiscal Health. Jones and Bartlett Learning, Burlington, MA 2012.

[2] Groves, Sanford M. and Valente, Maureen Godsey. Revised Nollenburg, Karl. Evaluating Financial Condition: A Handbook for Local Government, 4th edition. International City/County Manager Association (ICMA), USA, 2003.

[3] For more information, see Multari, Coleman, Hampian and Statler, *Guide to Local Government Finance in California*, Solano Press Books, 2012.

[4] The continuing impacts of the dissolution of Redevelopment Agencies notwithstanding. These impacts should be taken into account as appropriate in these financial health measures.

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City of St. Helena, California General Fund

The California Municipal Financial Health Diagnostic

Financial Health Indicators - Summary Checklist

	Indicator	Rating	
Measures	1. Net Operating deficit / surplus. There are no recurring general fund operating deficits. General revenues are sufficient to meet the net general revenue demand of programs.		*Caution*
	2. Fund balance. Reserves are sufficient over multiple consecutive years and in compliance with adopted policy.		*Caution*
	3. Capital Asset Condition. The city is keeping pace with the aging of its capital assets.		*Warning*
	4. Liquidity. Cash and short-term investments are suffieicent to cover current liabilities (including short-term debt and accounts payable within 60 days).		*Healthy*
	5. Fixed costs & labor costs. Fixed costs (including debt service and other contractual obligations), salaries and benefits are stable or decreasing over multiple years relative to reasonably expected revenue growth.		*Healthy*
	6. General fund subsidies of other funds. Any general fund subsidies other enterprises or special funds are sustainable and in compliance with adopted policy.		*Healthy*
Practices and Conditions	7. Constraints on budgetary discretion. The city council's authority to make budget changes is not excessively constrained by charter, contract, or law.		*Healthy*
	8. Balancing the budget with temporary funds. The use of reserves, selling assets, deferring asset maintenance to balance the general fund has been limited, prudent and in compliance with adopted policy.		*Caution*
	9. Balancing the budget with borrowing. The use of short-term borrowing, internal borrowing or transfers from special funds to balance the general fund has been limited, prudent and in compliance with adopted policy.		*Healthy*
	10. Balancing the budget by deferring employee compensation costs. Pension liabilities and other non-salary benefits have been determined, disclosed and actuarially funded in compliance with adopted policy.		*Healthy*
	11. Balancing the budget with backloaded debt service payments. Debt service payments have not been “backloaded” into future years.		*Healthy*
	12. Funding operating costs with non-recurring revenues. Ongoing operating costs are being funded with ongoing rather than temporary revenues (e.g., from development, etc.)		*Healthy*
	13. Timeliness and accuracy of financial reports. Financial Reports are being filed on time. (CAFR, Annual Audit, State Controller’s Financial Transactions Report)		*Healthy*
	14. Service level solvency. Public service levels meet the standards and needs in this community.		*Warning*

City of St. Helena, California General Fund

The California Municipal Financial Health Diagnostic Adopted Financial Management Policies	
1. Use of Temporary Funds	***Yes***
2. Reserves and Fund Balance	***Yes***
3. Short term borrowing	***Yes***
4. Interfund Transfers	***Yes***
5. Payment of employee compensation costs	**-**
6. Pay-as-you-go Financing	***Yes***
7. Debt Management / Affordability	***Yes***
8. Long range financial planning	***Yes***

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The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** **General Fund**

Operating Deficit/Surplus

The simplest measure of annual operating deficit/surplus is the difference between total revenues and total spending. General fund operating deficits may be an indication that the government's financial condition is unsustainably out of balance and that corrections to bring the finances into a sustainable condition are not occurring. Though an operating deficit in any one year may not be a cause for concern (because, for example, reserves or one-time remedies might be available to cover the difference), frequent and increasing deficits may indicate that the governments activities are not sustainable within the revenues available over time.

Taken as a percentage of total revenues, the local government's operating deficit/surplus tells us very plainly if current resources in the fund are sufficient to cover current expenditures. The data to compute this measure should be readily available in the financial statements (comprehensive annual financial reports) of the agency. This is measure 1A below.

But a budget can be balanced and an ongoing structural problem masked if a deficit is covered by temporary solutions, such as non-recurring revenues like limited-term grants, land sale income, or transfers from other funds. This approach cannot be relied upon in the long-run (over multiple years). Measure 1B takes a step further than 1A by taking these temporary revenues out of the equation to see how much worse the revenue shortfall becomes at current spending levels.

Still, this may not show the whole picture. If certain current financial obligations are being delayed and not budgeted, then the financial position shown in measure 1B is still incomplete. Measure 1C takes into account "unbudgeted current liabilities" such as Other Post-Employment Benefits (OPEB); unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. For the purpose of determining long run solvency, Measure 1C is the best indicator of a local government's true fiscal operating position because it reflects the level of spending actually needed to sustain your current level of service over time. If these deferred costs are significant, then your fiscal imbalance may be much worse than you thought. If you cannot find sufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator # 9).

1A Gross Annual Deficit/Surplus - unadjusted, using all general fund revenues and expenditures

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
21.40%	9.07%	0.55%	1.45%	0.59%	-0.60%
percent change =>	-57.59%	-93.91%	163.19%	-59.66%	-201.87%

Formula: gross annual deficit/surplus as a percent of revenues = (gross total revenues − gross total expenditures) / gross total revenues

For comparison purposes

1B Net Operating Deficit/Surplus – sustainable, omitting non-recurring revenues

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
19.10%	5.92%	-14.39%	-5.07%	-3.30%	-4.68%

Formula: net operating deficit/surplus as a percent of revenues = (net operating revenues − temporary revenues − net operating expenditures) / net operating revenues

Negative Indicator
- Recurring and static or increasing negative values

For comparison purposes

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** **General Fund**

1C Net True Operating Deficit/Surplus - complete, adding unbudgeted general fund liabilities

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
19.10%	5.92%	-14.39%	-5.07%	-3.30%	-4.68%

Formula

$$\text{net true operating deficit/surplus as a percent of revenues} = \frac{\text{net operating revenues} - \text{temporary revenues} - \text{net operating expenditures} - \text{unbudgeted current liabilities}}{\text{net operating revenues}}$$

Score:

Warning-Red: Persistent & increasing deficits over consecutive years.

Caution-Yellow: Deficits are infrequent or relatively marginal compared to fund balance (see #2 below) and/or there is a reasonable plan for bringing revenues and spending into balance.

Good-Green: not an issue of concern.

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Definitions

Gross Total Revenues. See CAFR Statement of Revenues and Expenditures "total revenues."

Gross Total Expenditures. See CAFR Statement of Revenues and Expenditures "total expenditures"

Net Operating Revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements minus revenues legally restricted to special purposes. Transfers related to non-operating activities should be excluded.

General Purpose Revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in.

One-time (temporary) Revenues. One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an "average" year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year.

Ongoing General Propose Revenues. Ongoing General Propose Revenues equals total general purpose revenues minus one-time (temporary) general purpose revenues.

Net Operating Expenditures. Net operating expenditures equals total expenditures (after credits/reimbursements) and transfers out, minus one time expenditures capital improvement expenditures (or transfers out for capital purposes).

Unbudgeted Current Liabilities. The amortized costs of long-term general fund liabilities not already included in "net operating expenditures." This includes amounts not budgeted or expended that "should be" in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. If there is insufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator #9).

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** **General Fund**

Fund Balance

A positive fund balance, or reserves, is important for any government to withstand financial risk over time. Unanticipated fluctuations in revenues may occur from economic impacts or state take-ways. "Financial reserves" are important to meet unforeseen revenue shortfalls or expenditure overages. But reserves cannot be relied upon to cover financial shortfalls that are more than temporary. (See Indicator #7) An unplanned decline in unreserved fund balances as a percentage of operating revenues over time suggests the government is less able to withstand financial emergencies.

The right level of fund balance varies depending on many factors including levels of risk and revenue volatility but, generally speaking, dropping below 8% may be cause for concern. The Government Finance Officers Association recommends maintaining a 5-15% reserve.

2 Fund Balance

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
62.60%	60.43%	48.28%	47.82%	41.92%	35.48%

Formula

Fund balance as a percent of expenditures = unreserved fund balance / net operating expenditures

Score:

Warning-Red: Persistently & substantially decreasing or is below

Caution-Yellow: Has decreased but remains above 8% and there is a reasonable plan for stabilizing.

Green - not concerning

02

○ ◉ ○

Definitions

Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However, *you should review resources categorized as "committed"* and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council / governing board.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Fund Balance Components[1]					
	Nonspendable	Restricted	Committed	Assigned	Unassigned
Total Fund Balance	x	x	x	x	x
Unrestricted Fund Balance			x	x	x
Unreserved Fund Balance (AKA "Balance available for assignment")				x	x

1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting." (The "Blue Book") 2012 Government Finance Officers Association.

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** **General Fund**

Capital Asset Condition

Capital assets must be maintained and replaced over time. This requires annual resource commitment such that the value of assets and asset improvements does not decline.

3 Capital Asset Condition

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
-1.82%	3.48%	-3.07%	-1.92%	-0.08%	0.15%

Formula

$$\text{Change in Capital Asset Condition} = \frac{\left(\text{ending net value of capital assets}\right) - \left(\text{beginning net value of capital assets}\right)}{\text{beginning net value of capital assets}}$$

Score:

Warning-Red: persistent and substantially negative trend

Caution-Yellow: negative or decreasing but there is a reasonable plan for stabilizing.

Good-Green: not an issue of concern.

Q3 ● ○ ○

Liquidity

A decreasing amount of cash and short-term investments as a percentage of current liabilities suggests the government is less able to pay its short-term obligations. Increasing current liabilities at the end of the year as a percentage of net operating revenues indicates liquidity problems and/or deficit spending. Liquidity measures the amount of readily available financial resources relative to immediate financial commitments (current liabilities).

4 Liquidity

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
736.72%	695.54%	695.54%	925.68%	851.95%	751.29%

Formula

$$\text{liquidity} = \frac{\text{cash and short term investments}}{\text{current liabilities}}$$

Score:

Warning-Red: Persistently & substantially decreasing.

Caution-Yellow: Has decreased but there is a reasonable plan for stabilizing.

Good-Green: not an issue of concern.

Q4 ○ ○ ●

Definitions

Current liabilities is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities

IMPORTANT: *Include*

- *Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing.*
- *Increases in debt service payments due to financings*.

Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** — **General Fund**

Fixed Costs and Budget Flexibility

Increasing fixed costs as a percentage of net operating expenditures may indicate an unsustainable financial structure where the government has limited ability to make necessary budget changes. Fixed does not mean static. Fixed costs may be changing over time but cannot be easily altered.

A major component of general fund spending is labor costs for salaries and benefits: often these costs are anything but fixed, as costs continue to escalate, but as long as the employees are on the payroll, these costs are unavoidable. This indicator computes the proportion of net annual operating expenses that these fixed and labor costs represent, to show the degree of flexibility the agency has in making budget reductions. As with all these measures, compute this for general fund and other funds separately.

Definitions

Salaries and wages are compensation paid directly to employees.

Benefits include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.

Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Non-labor fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Subsidy Expenditures / Transfers Out. Total of expenditures and transfers out to support enterprises or special funds.

5a Fixed Costs

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
1.08%	1.05%	0.80%	0.40%	0.38%	0.36%

Formula

$$\text{Fixed costs as a percent of expenditures} = \frac{\text{fixed costs}}{\text{net operating expenditures}}$$

For comparison purposes

5b Fixed Costs plus Labor Costs

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
61.13%	64.58%	57.82%	60.40%	60.12%	59.98%

Formula

$$\text{Fixed costs and labor costs as a percent of expenditures} = \frac{\text{salaries} + \text{wages} + \text{benefits} + \text{fixed costs}}{\text{net operating expenditures}}$$

Score:

Warning-Red: Increasing or over 80%.

Caution-Yellow: Has increased but is projected to stabilize or decline.

Good-Green: not an issue of concern.

05

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** — **General Fund**

General Fund Subsidy of Other Funds.

Some cities and counties find themselves using the general fund to subsidize golf course rates; water, sewer, transit, parking or other enterprise operations; or pay debt service or capital improvement costs that should arguably be paid by proprietary or special revenue funds. Often this is because user fees are not sufficiently high enough to be self-supporting. Sometimes it is because debt obligations were incurred that burdened the general fund with a pledge to support bonds if the intended repayment source (development fees, enterprise fund) proved inadequate. These subsidies limit budget flexibility if they are a significant portion of the general fund net operating expenditures and/or if the trend is increasing.

6 General Fund Subsidy of Other Funds

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
6.04%	0.00%	0.00%	0.00%	0.00%	0.00%

Formula

Subsidy costs as a percent of expenditures = (Subsidy Expenditures and Subsidy Transfers Out) / net operating expenditures

Score:

Warning-Red: Increasing or over adopted policy.

Caution-Yellow: Has increased but is projected to stabilize or decline.

Good-Green: not an issue of concern.

Q6 ○ ○ ◉

Constraints on Budgetary Discretion

Constraints on the budgetary discretion of the agency include binding arbitration or required formulas or third party agreement to alter compensation, spending or minimum staffing. These legal constraints impair the agency's ability to achieve solutions when in fiscal distress and may also accelerate cost increases over time.

7 Constraints on Budgetary Discretion

Do charter provisions or other legal commitments (contracts, court decisions/settlements) restrict the City Council's authority?

- Binding arbitration: required submission of a dispute to a third person whose decision is obligatory.
- Formulas require minimum employee compensation, hiring or staffing levels, or spending levels or require the agreement of others.
- General fund is pledged as support, or public facilities as security, for non-general fund debt.
- Others: restrictions on contracting out, voter-approved tax expiring.

Score:

Warning-Red: Yes - restrictions.

Caution-Yellow: Yes but minimal/workable.

Green - no restrictions

Q7 ○ ○ ◉

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** — **General Fund**

Financial Practices

An agency's financial and budgetary management practices may contribute to financial distress. Practices that should be rarely used include solving budgetary imbalances with temporary revenues or cuts (such as furloughs), internal borrowing from special funds beyond budget years (i.e. for more than cash flow), deferring pension or other employee costs, and backloaded debt service schedules. Financial trouble is also strongly correlated with a local government's failure to file financial reports on time.

8 Balancing the Budget with Temporary Funds

	2018-19	2019-20	2020-21	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.	Q8
Has the general fund (budget or financial year close) been balanced with reserves ● selling assets ● deferring asset maintenance or operating costs ?	No	No	Yes		○ ◉ ○

Q8a Is there an adopted policy on the use of temporary funds? ◉ Yes ○ No

Q8b Is there an adopted reserves and fund balance policy? ◉ Yes ○ No

9 Balancing the Budget with Borrowing

	2018-19	2019-20	2020-21	Score: Warning-Red: Yes, multiple instances. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.	Q9
Has the general fund (budget or financial year close) been balanced with short-term borrowing, ● internal borrowing (including transfers that must be repaid), ● amounts owed to other funds from pooled cash ?	No	No	No		○ ○ ◉

Q9a Is there an adopted policy on short-term borrowing? ◉ Yes ○ No

Q9b Is there an adopted policy on interfund transfers? ◉ Yes ○ No

10 Balancing the Budget by Deferring Employee Compensation Costs

	2018-19	2019-20	2020-21	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.	Q10
Has the general fund been balanced by deferring payments for or not paying the current actuarially determined costs of … ● pension, other post-employment benefit liabilities (e.g., compensated absences, deferred comp, retiree medical, etc.) ● risk programs (e.g., workers comp and liability funds, etc.) ● pension obligation bonds which presume overly optimistic payroll growth?	No	No	No		○ ○ ◉

Q10a Is there an adopted policy on the payment of employee compensation costs? ○ Yes ○ No

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena, California** — **General Fund**

11 Balancing the Budget with Backloaded Debt Service

	2018-19	2019-20	2020-21	Score:	Q11
Have general fund debt payment schedules been backloaded? (e.g., capital appreciation bonds, pension obligation bonds, or other financings with ballon payments or deferred/increasing payment schedules over time)	No	No	No	**Warning-Red:** Backloaded payments **Caution-Yellow:** minimal/workable. **Good-Green:** Not a concern.	○ ○ ◉

Q11a Is there an adopted policy favoring pay-as-you-go financing? ◉ Yes ○ No

Q11b Is there an adopted debt management / affordability policy? ◉ Yes ○ No

12 Funding Operating Costs with Non-recurring Revenues (e.g. development, etc.)

	2018-19	2019-20	2020-21	Score:	Q12
Has the general fund (budget or financial year close) been balanced relying on non-recurring revenues, such as from land-use development, to fund on-going operating costs or debt service other than work associated with those temporary revenues? (e.g., developer fees or taxes, sales taxes from construction, etc. funding other than building/planning staff)	No	No	No	**Warning-Red:** Yes. **Caution-Yellow:** Yes but minimal/workable. **Good-Green:** No. Not a concern.	○ ○ ◉

Q12a Is there an adopted long-range financial plan and policy? ◉ Yes ○ No

13 Timeliness and Accuracy of Financial Reports

	2018-19	2019-20	2020-21	Score:	Q13
Have annual financial reports ***not*** been filed on time ? • Comprehensive Annual Financial Report (CAFR) • State Controller's Financial Transactions Report	No	No	No	**Warning-Red:** Yes. Not filed on time. **Caution-Yellow:** Yes but special circumstances. **Green-** No: filed correctly and on time.	○ ○ ◉

14 Service Level Solvency

	2018-19	2019-20	2020-21	Score:	Q14
Are public service levels below standards in this community ? e.g., emergency response times, road condition, facility maintenance, etc.	Yes	Yes	Yes	**Warning-Red:** Far below standards. **Caution-Yellow:** Below standards but will improve. **Green-** Service levels meet standards.	◉ ○ ○



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of St. Helena, California

General Fund

This worksheet is a tool to 1) help the analyst find the figures and put them together, 2) more clearly define all of the data elements and terms – and tie them back to standard GASB elements etc. as much as possible.

	Data Component	***Source of Data***	***Use for Indicator***	**Year-2**	**PriorYr**	**CurrentYr (estimated)**	**Next Year (projected)**	**Year+2 (projected)**	**Year+3 (projected)**
				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
a	Gross revenues	CAFR* Statement of Revenues and Expenditures "total revenues"	1A	16,356,755	14,418,175	16,752,959	15,675,690	16,154,764	16,612,524
a1	Transfers in	CAFR* Statement of Revenues and Expenditures "transfers in"		4,526	-	-			
a2	Revenues restricted to capital improvements (by law or contract)	Staff analysis		-	-	-			
a3	Revenues legally restricted to special purposes	Staff analysis		-	-	-			
b	Net operating revenues	line "a" plus line "a1" minus line "a2" minus line "a3"	1B,1C	16,361,281	14,418,175	16,752,959	15,675,690	16,154,764	16,612,524
	Net operating revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements, minus revenues legally restricted to special purposes.								
	General purpose revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in.								
	On-time(temporary) revenues (other than those included in "c" or "d")	Staff analysis	1B,1C			2,500,000	575,000		



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	Data Component	Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
c	**One-time (temporary) revenues.** One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an "average" year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year.								
d1	Salaries, wages and benefits			7,949,341	8,616,741	9,502,223	9,538,674	9,970,057	10,366,445
d2	Services and supplies			3,119,329	3,284,019	5,532,072	4,180,730	4,389,766	4,609,255
d3	Other			1,788,511	1,209,236	1,626,132	1,728,410	1,700,216	1,736,052
d	Gross expenditures	CAFR* Statement of Revenues and Expenditures "total expenditures"	1A	12,857,181	13,109,996	16,660,427	15,447,814	16,060,039	16,711,752
e	Transfers out	CAFR* Statement of Revenues and Expenditures "transfers out"		1,940,589	1,375,310	147,800	584,189	767,439	819,168
f	Capital project expenditures (other than capital outlay that is not included in current expenditures)	CAFR* Statement of Revenues and Expenditures "capital outlay"		761,808	921,209	145,051	136,135	138,858	141,638
g	Other one-time or temporary expenditures	Staff analysis		800,000		-			
h	Net operating expenditures	line "d" plus line"e" minus line"f" minus line"g" minus line"a3"	1A, 1C, 2, 4, 5	13,235,962	13,564,097	16,663,176	15,895,868	16,688,620	17,389,282

Data Gathering Worksheet

General Fund

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	Data Component	Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Net operating expenditures. Net operating expenditures equals gross expenditures minus capital improvement expenditures minus expenditures of revenues legally restricted to special purposes.								
i	Unbudgeted current liabilities	Staff analysis	1C						
	Unbudgeted current liabilities. The amortized costs of long term general fund liabilities not already included in "net operating expenditures." This includes amounts not budgeted or expended that "should be" in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure.								
j	Total Fund Balance	CAFR* Balance Sheet		9,205,799	9,138,668	8,938,349	8,445,901	7,773,187	6,854,791
k	Nonspendable, restricted and committed fund balance	CAFR* Balance Sheet		920,456	942,032	893,835	844,590	777,319	685,479
l	Unreserved fund balance including General Reserve	line "j" minus line "k"	2	8,285,343	8,196,636	8,044,514	7,601,311	6,995,868	6,169,312

Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However:

- *You should review resources categorized as "committed"* and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council.
- Uncollectible loans or other receivables should not be included in this measure of unreserved fund balance.

Fund Balance Components[1]

	Nonspendable	Restricted	Committed	Assigned	Unassigned
Total Fund Balance	x	x	x	x	x
Unrestricted Fund Balance			x	x	x
Unreserved Fund Balance (AKA "Balance available for assignment")				x	x

1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting." (The "Blue Book") 2012 Government Finance Officers Association.



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of St. Helena, California

General Fund

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	Data Component	*Source of Data*	*Use for Indicator*	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
m	Beginning net value of capital assets, *government-wide*	CAFR Notes to financial statements and staff analysis (for projection)	3	34,807,340	34,173,828	35,361,475	34,277,526	33,617,850	33,591,751
n	Ending net value of capital assets, *government-wide*		3	34,173,828	35,361,475	34,277,526	33,617,850	33,591,751	33,643,145
	Capital Asset Condition. A high ratio suggests the government is keeping pace, on average, with the aging of its capital assets.								
o	Cash and short-term investments (*fund level*)	CAFR* Balance Sheet	4	7,889,404	8,648,592	8,459,015	7,992,976	7,356,337	6,487,192
	Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.								
p	Current liabilities *(fund level)*	CAFR* Balance Sheet*	4	1,070,883	1,243,440	1,216,184	863,473	863,473	863,473
	***Current liabilities** is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities and other current liabilities due to be paid within 60 days. **IMPORTANT**: *Include* • *Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing.* • *Increases in debt service payments due to financings.*								
q	Salaries + wages + benefits	(from line "d1" above)	5B	7,949,341	8,616,741	9,502,223	9,538,674	9,970,057	10,366,445
	Salaries and wages are compensation paid directly to employees. **Benefits** include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.								
r	Debt service principal (long term debt only)	Staff analysis							
s	Debt service interest (long term and short term debt)	Staff analysis							



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of St. Helena, California

General Fund

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	Data Component	Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
t	Expenditures for federal, state or court mandated activities	Staff analysis							
u	Pension payments (other than those included in "q" above)	Staff analysis and CAFR							
v	Lease purchase payments	Staff analysis and CAFR		142,384	142,384	132,975	63,178	63,177	63,178
w	Other long term contracts	Staff analysis							
x	Other fixed costs	Staff analysis							
y	Fixed costs	Sum of r through x above	5A, 5B	142,384	142,384	132,975	63,178	63,177	63,178
	Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc. When it is unclear if certain costs are "fixed," consider a rule of thumb such as "can elected officials cut these costs by at least ten percent in one year."								
z	Subsidy expenditures and subsidy transfers out	Staff analysis based on CAFR Statement of Revenues and Expenditures	6	800,000					

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **NEW BUSINESS**

Subject: **Discussion and Direction Regarding Financing and Revenue Options to Address City of St. Helena Infrastructure Deficiencies**

CEQA Determination: **Not a CEQA project**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

City Council Goal 4.B calls for the City to prepare financing and revenue options for City Council review and consideration to address City infrastructure deficiencies. The purpose of this report is to initiate a conversation about near-term options that can accelerate the City's efforts to secure revenue to tackle its significant infrastructure challenges.

While an improving City General Fund financial picture began to emerge prior to the onset of the COVID-19 pandemic aided in part by the April 2018 arrival of a 1/2 cent general purpose sales tax (Measure D) and the opening of the former Las Alcobas Hotel (now Alila Napa Valley), the improving performance has not been sufficient to allow the City to catch up on decades of underinvestment in its aging infrastructure.

Several recent City Council commissioned studies document widespread infrastructure challenges confronting the City's General Fund, and Water and Wastewater Enterprise Funds. The attached May 6, 2020 Financing Civic Infrastructure Task Force Final Report noted, "Unfortunately, over the past several decades, St. Helena, like many cities and states, has accumulated a significant backlog of deferred maintenance. In addition, regulatory pressure has increased in areas like water and wastewater treatment and dam safety, which require major investment in plant and equipment to retain the certifications

to operate those services." The report adds there are "no reserve funds set aside for infrastructure repair and replacement."

Buildings. The City's 2017-18 St. Helena Assets Planning Engagement (SHAPE) Committee's focus was initiated to inventory City assets in order to better prioritize City investments and frame a future conversation about revenue strategies. The 2018 EMG study of City building assets identified more than $11 million in investments needed over the next 20 years to maintain City buildings. Investments required over the first 10 years equated to nearly $600,000 annually. Furthermore, City Hall, Police Station, and the Head Start Building in Crane Park were not recommended for rehabilitation as they had exceeded their useful life. Two options for replacing City Hall were reviewed in early 2020 with cost estimates of $24 million to $54 million. The range of costs varied because two distinct options were presented: a single story City Hall and a conceptual new two-story joint City Hall/Library building. These cost estimates did not include replacing the Police Station which was anticipated to cost at least $6 million.

Storm Drains. The Financing Civic Infrastructure Task Force recommended an annual investment of $500,000 in preventative City storm drain infrastructure which does not presently have a dedicated funding source (no funds have been allocated for preventive maintenance/annual repairs in recent years). The planned Mills Lane Storm Drain project, which is under design, currently has a projected $4+ million unfunded construction gap.

Wastewater. In terms of the Wastewater Fund, the FY 2021-26 draft Capital Improvement Program (CIP) presented to City Council on May 25, 2021 identifies approximately $16 million in projects, with the bulk associated with delivering the tertiary upgrade to the wastewater plant as required by a State Cease and Desist Order. Because of the extraordinary cost of the wastewater plant upgrade and debt ratio limitations, the City is unable at this time to advance other critical wastewater projects including the Crinella Pump Station project estimated to cost approximately $1 million. Additionally, the City should be optimally investing at least $300,000 annually to replace 1% of the City's sewer infrastructure.

Water. The City's Water Fund recently supported the removal of the York Creek Dam, which was a collaboration with the US Army Crop of Engineers, NOAA-Fisheries, the California Department of Fish and Game, and the California Regional Water Quality Control Board to remove the dam and restore fish passage in York Creek. The project's total cost exceeded $9 million. Excluding the York Creek Dam project, the City's FY 2021-26 estimated Water CIP projects total just short of $14 million. Several of the most costly projects are associated with improvements to the Bell Canyon Reservoir and assume significant debt service. As with the wastewater fund, the current CIP does not include investment in replacing 1% of the City's water infrastructure annually.

In June 2020, Carollo Engineers presented an update on the City's nearly complete Underground Utilities Master Plan and noted that investments in the City's water,

wastewater and storm drain systems between now and the year 2030 total at least $34.7 million, with more than $22 million needed between now and 2025.

As noted by the Financing Civic Infrastructure Task Force, "without...capital investments, the City runs the risk of major infrastructure failure and/or the suspension of state and federal authorization to provide water and sewer services – and the City's General Fund does not have money to contribute to these improvements." The report emphasized, "the enormity of the forecasted (and un-forecasted) future investment, the risk of running afoul of regulators if timely investments aren't made, and resistance to past rate increases make us conclude that the Enterprise businesses pose a financial risk to the City. It is quite possible that the Enterprise businesses will have to borrow from the City's General Fund, especially in an emergency situation involving the failure of major elements of the systems."

Streets. The City's roadway network consists of approximately 26 centerline miles with a current reconstruction value of over $21 million. Taken as a network, the citywide average Pavement Condition Index (PCI) is 50. The Metropolitan Transportation Commission's (MTC) State of Repair report states that approximately 75% of a pavement's serviceable life has been expended by the time its PCI rating falls to 60. The Pavement Management Program (PMP) Report shows that approximately 35% of the City's roadway network is in "Excellent" or "Very Good" condition, 20% is in "Good" or "Fair" condition, 15% is in "Poor" condition, and 30% is in "Very Poor" condition. While Measure T is a 25-year countywide 1/2 cent sales tax to fund road improvements that began collection in April 2018 producing approximately $900,000 annually, a pavement management report produced by Harris & Associates noted that a five-year investment of $11 million is needed to increase the average rating to 80, a figure recommended by best management practices.

Excluding cost estimates associated with a replacement City Hall which are significant and street investments, the following table presents a summary of $65 million of largely unfunded infrastructure investments (by fund). These costs include construction (construction, construction management, and contingency), design, and environmental/planning and will increase in future years through inflation:

Need	General Fund	Water Fund	Wastewater Fund
Mills Lane Storm Drain	$7,000,000		
City Building Investments (excluding City Hall/Police/Head Start)	$11,000,000		
20 years of storm drain Investment	$10,000,000		
Wastewater Treatment Plant Tertiary Upgrade*			$16,000,000
Crinella Pump Station			$1,000,000
20 years of sewer investment (1% system replacement)			$6,000,000

Water CIP Projects		$14,000,000	
Total	**$28,000,000**	**$14,000,000**	**$23,000,000**

*****This project anticipates relying on $9.36 million of USDA financing.

Additional General Fund Constraints. It is important to note that there are other operational challenges that add pressure to the City's General Fund and impact City service levels. One of the most notable General Fund constraints relates to the evolving structure of the Fire Department. The department has evolved in recent years from a volunteer department, to a permanent part-time staffing model, to a hybrid full-time and part-time model that is evolving to a full-time model. This transition has added several hundred thousand dollars of operational costs to the General Fund over the past few years. Despite this transition, the hybrid nature of the Fire Department remains a low-cost alternative to a full-time department. However, one vulnerability to the General Fund is that the model relies on part-time staff and qualified drivers to sign-up for evening on-call duty seven days per week. Should the City experience a shortage of evening drivers and/or available part-time personnel, it will be necessary to consider full-time evening staffing which will add cost to this operation and impact service levels in other departments.

Additionally, the General Fund's ability to meet the Council's vision and mission is impacted by current staffing challenges. Today's General Fund budget relies on six frozen positions to balance. With additional revenue, the City would be able to improve service levels by selectively augmenting personnel in various departments such as Public Works and Planning to better meet community service expectations.

The lack of affordable local housing contributes to these challenges as the City is increasingly reliant on a workforce unable to find affordable housing in town. Developing affordable housing projects often requires the donation of City-owned property that would otherwise be able to be leased or sold at market value to address General Fund needs.

DISCUSSION

Given the state of current City financial resources and scale of investments needed to materially address the City's infrastructure deficiencies, the City will only incrementally address infrastructure challenges without a considerably robust revenue strategy or concurrent strategies. Traditional pay-as-you-go financing strategies and use of low interest loans, while common financing strategies deployed by public agencies in support of advancing infrastructure investments, will not alone support the scale of investment needed .

Consistent with the City's Vision and Mission which emphasizes improving and maintaining City infrastructure, the following options are presented for consideration as one or more strategies to accelerate revenue investment in the City's assets.

1. Aggressively enhance City efforts to source grants in support of infrastructure projects. While the City has a dedicated grant manager, the current volume of grant

management and emergency response documentation efforts do not presently allow adequate staff time to be invested in research and pursuit of numerous state and federal grant opportunities that arise periodically to support City capital projects. Retention of a grant development, grant writing, and grant administration firm, or volunteers, to assist with grant procurement and management will enhance the City's ability to identify, compete for, and be awarded competitive funding.

2. Consider a General Obligation Bond for the June 2022 election. The City of St. Helena previously used a General Obligation (GO) Bond to address an infrastructure challenge when voters supported a bond to construct a new Fire Station. Local governments are required to seek 2/3 voter approval before issuing GO bonds. A GO bond pledge a city's General Funds and "full faith and credit" (i.e., the property taxing power) as security for payment of principal and interest to bond holders. GO Bonds are the most secure type of municipal security available and the issuer is authorized by the voters to levy an ad valorem tax on all taxable property located within its jurisdiction, at any rate necessary to collect enough money each year to pay for principal and interest coming due on the outstanding bonds. The amount collected through an ad valorem property tax based on property valuation. California cities have relied on GO bonds as a financing tool to construct, acquire, and make improvements to real property such as public buildings, park improvements, and public works projects, including street and road improvements. With interest rates at historically low levels, now is an opportune time to consider this approach, particularly because this option is flexible in terms of amount and presents the most significant near-term revenue opportunity to address decades of underinvestment in infrastructure.

3. Consider a tiered increase to the Real Property Transfer Tax. California's Transfer Tax Act allows a county, a city, or both to impose a tax on the transfer or conveyance of real property, with some exceptions. At present, Napa County and the City of St. Helena each collect $0.55 per $1,000 of property value when a property changes hands. Many general law cities and most counties in California collect the same amount, but some cities have become charter cities in order to collect significantly more. For example, Santa Rosa collects $2.00 per $1,000 of value, and Vallejo collects $3.30. Berkeley and Oakland each collect $15.00. A prior City task force recommended consideration of a 1% real estate transfer tax ($10 per $1,000) and, in FY 2014-15, estimated this would generate approximately $1.6 million annually.

4. Consider increasing local sales tax by 1/2 cent. The City's Measure "D" 1/2 cent sales tax provides approximately $1.5 million annually that is required to be invested in City of St. Helena services and projects. A sales tax for general purposes requires majority voter support while a sales tax dedicated for specific purposes requires 2/3 voter support. It is estimated at least 40% of all sales tax revenue accruing to the City is associated with visitors.

5. Consider lease or sale of an underutilized City property(ies) that present an opportunity to yield near-term revenue. With the anticipated transition of the Police

Department and City Hall operations to Napa Valley College Upper Valley Campus, this move will create a near-term opportunity to consider the lease or sale of two City-owned parcels:

- 1480 Main Street
- 1572 Railroad Avenue

Additionally, the City may desire to consider leasing or selling the underutilized Carnegie Library building as it presents a near-term opportunity to generate revenue.

If there is Council interest in considering any potential ballot measure, it is recommended the City consider use of professional opinion research as an initial next step in developing a community supported funding strategy or other alternatives that can be deployed to address the City's infrastructure challenges.

FISCAL IMPACT

Described throughout report.

RECOMMENDED ACTION

Provide direction to the City Manager.

ATTACHMENTS

Vision and Mission Statement
Financing Civic Infrastructure Task Force Final Report

City of St. Helena

Council Vision

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.

Council Mission

The City of St. Helena is dedicated to serving its citizens by:

- Promoting a culture of equity, diversity and inclusion
- Supporting thriving families and ensuring the health and wellbeing of our youth
- Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
- Preventing, preparing for, and mitigating fire and other local emergencies
- Improving and maintaining City infrastructure
- Updating our water management policies to ensure an adequate water supply
- Responding innovatively to climate change challenges and adopting environmentally sustainable best practices
- Preserving our historic, small-town, rural character
- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

Vision and Mission Statements adopted by the City of St. Helena City Council on May ____, 2021, Resolution No. _____.

City of St. Helena

Financing Civic Infrastructure Task Force

Final Report

May 6, 2020

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City of St. Helena

Report of the Financing Civic Infrastructure Task Force
May 6, 2020

Summary

This Report is the work of volunteers who are honored and pleased to serve Saint Helena. The Report often deals in rough figures and estimates, but we doubt that more precision would change our core conclusions. We have tried to write in layperson's language and look forward to presenting the Report in person and responding to questions about it.

In February of 2020, the Saint Helena City Council created the Financing City Infrastructure Task Force ("We") to provide a financial analysis to help the Council select one of the two remaining development options for the City's City Hall, Police Station, and Library:

> Option 1 - Build a new 8,500 sq. ft., single story City Hall building on its current site or elsewhere on City owned property, build a new 4,500 sq. ft. Police Station somewhere on City owned property, and perform sufficient repair work in the Library to extend its life another 20 to 25 years.
>
> Option 2 - Build a new 27,000 sq. ft. combined City Hall and Library, including a meeting room and a multi-purpose room, on the current Library site and build a new 4,500 sq. ft. Police Station somewhere on City property.

We were asked to evaluate various financing mechanisms, options, and strategies for the two options. Two additional infrastructure projects were to be included in the analyses. The first was the Main Street Streetscape project, Phases 2 and 3, estimated at $11.5 million total for both phases. The second was the repair/extension of the City's storm drain system, estimated at $5 million over a ten-year period.

We began by evaluating the City's current financial condition and its ability to take on these significant capital projects, given the financial tools available to it. We gathered a list of background financial needs surrounding the two development options, and possible risks to future City revenues. We determined the market values of various City properties to establish possible proceeds from selling one or more of those properties as a funding source. In addition, we estimated the Transient Occupancy Tax, Property Tax, and Sales Tax revenues from hotel projects already in the City approval process, as well a project for which the City has not yet received an application.

We also confirmed that the space planning and preliminary construction cost estimates used by the City's consultant, Noll and Tam Architects, in developing various conceptual plans for a new City Hall and Library, were reasonable. We determined that the assumptions used by Noll and Tam were developed objectively, using data from recent construction of similar buildings in the area.

The report refers to many terms and reports with which the reader may not be familiar. We have defined several of them in a Glossary on page 18. Likewise, a Methodology section on page 19 summarizes our process. Finally, we did all our analyses in current dollars, meaning we did not calculate net present value of cash flows or try to precisely forecast more than basic timing cash inflows and outflows.

Even without the effects of the COVID-19 virus, we feel the City needs to be in a conservative financial mode until one or more new hotels are built in the City and producing occupancy, property, and sales tax revenues. The rough cost of Option 1, plus the remaining streetscape work and storm drain repairs is $24 million, $11 million for a new City Hall, $6 million for a new Police Station, $2 million for library repairs, and $5 million for storm drain repairs. The rough cost of Option 2 is $50 million, $39 million for a new combined City Hall/Library, $6 million for a new police station, and $5 million for storm drains. Phase 2 of the streetscape, in all likelihood, will be covered by Measure T and Cal Trans, and Phase 3 will be deferred, so we have not included them in our analyses, other than to recognize the $165K allocated from the General Fund, over a three year period, in the City's FY 2019-20 to FY 2023-2024 *Capital Improvement Plan*.

We recommend Option 1, specifically:

- Building a new City Hall on City-owned property other than its current site, preserving that site for future hospitality/commercial development. Possible new City Hall sites include: adjacent to the Fire Station, Railroad Avenue, and Library Lane
- Building a new Police Station adjacent to the Fire Station, Railroad Avenue, or elsewhere on City property
- Completing the first year's portion of the storm drain repairs, and
- Initiating Phases 1 of the Main Street Streetscape Project confident that there will be no more General Fund expenditures on this phase, other than a possible $1.8 million loan to be repaid by future years' Measure T funds.
- Deferring Phase 2 and 3 of the Main Street Streetscape Project unless and until they are completely paid for outside the General Fund

We recommend that the City pay for Option 1 or some variant by:

- Selling the existing City Hall site to a hotel developer for approximately $4 million,
- Issuing roughly $20 million in 30-year bonds to cover the remainder of the cost. The annual payments on those bonds at 5% interest would be roughly $1.3 million, and would be funded by the taxes from the new hotel built on the City Hall site.

- Renting or leasing space for the next few years for City Hall and the Police Station, or house them in existing City buildings.
- Reducing the $20 million figure above by selling one or more other small City-owned properties to further cover costs.
- Ideally the City could form some kind of Private-Public-Partnership either with one or more hotel developers who would fund or partially fund the City Hall and Police Station design and construction as part of their purchase of the current City Hall property.

Finally, we make the following supplementary recommendations:

1. The City should QUICKLY approve at least one additional hotel project inside City Limits, beyond the one recommended for the existing City Hall site in Option 1. A second new hotel is almost a necessity to have the City well-financed in the future. We express no location preference, and we don't see a current necessity for more than two hotels, but we do see two hotels as the best way to fund the infrastructure improvements under consideration.

2. The City should have a very conservative financial posture until the new hotels are open and generating City tax revenue. It will take anywhere from 4 to 7 years for the hotel developments reviewed in this Report to gain approvals, construct, open and evolve to stable tax revenue production. We urge the City Council to budget those 4 to 7 years carefully, perhaps selling some minor City property to finance design and development during those "gap" years.

3. The City should ensure that water and sewer rates are increased enough in the future to pay the debt service on the $18.5 million in new borrowing it estimates is necessary to fund the Enterprise Fund improvements contemplated in the City's current *Capital Improvement Plan*, as well as any additional Enterprise Fund improvements which may become necessary. Without these capital investments, the City runs the risk of major infrastructure failure and/or the suspension of state and federal authorization to provide water and sewer services – and the City's General Fund does not have money to contribute to these improvements.

4. The City should complete a 10-20 year City Planning Exercise, (something between a long range vision for the City and shorter term Planning Committee documents) to help shape the City's business mix, amenities, workforce housing, and street grid for the future. This would likely require an amendment of the City's *General Plan.*

5. The City should develop a comprehensive strategy to address workforce housing, specifying the number of units required and identifying possible locations. Housing needs and costs should be part of discussions with hotel developers since hotels employ many workers and new hotel construction will add demand for workforce housing and could contribute to worker commuting traffic.

6. The City should consider locating the Police Station in rental space rather than investing $6 Million in a new Police Station building.

Background

St. Helena has a long history of seeking community engagement in making important decisions regarding the City's buildings, property, and infrastructure. This Report, prepared by seven local resident volunteers, supplements the work performed by other citizen committees which preceded it. The work of the Task Force will complete Phase 3 of the four-phase *City of St. Helena Infrastructure Strategy* approved by the City Council in September of 2018, to help City Council decision making regarding replacement of City Hall, Library improvements, and a possible community/recreation space. Phase 3 was defined as the development of cost estimates and the identification of funding strategies.

Phases 1 and 2 called for baseline research on the City's buildings, including public engagement in evaluating the condition of those facilities and estimating and prioritizing the work necessary to address their deficiencies. Those phases were completed with the submission of consultant EMG Corp.'s *Facility Condition and Needs Assessment* in March 2018 and the final report of the St. Helena Assets Planning Engagement (SHAPE) Committee in June of 2018. One of the things that was clear from these reports was that the current City Hall was in terrible condition and needed to be demolished and rebuilt, albeit not necessarily on the same site. In addition, the SHAPE Committee found that the Library needed a new roof and other building system repairs and upgrades.

Long before 2018, earlier committees, taskforces, and workshops provided feedback from the City's residents, which in turn produced the two options considered by this Report. In 2009, the public was invited to participate in establishing a vision for the possible development of the Adams Street property. In August of 2019, the City Council held a public workshop to discuss conceptual site options for a new City Hall, Library improvements, community meeting facilities, a City Council Chamber, park, and recreational space, etc. The City hired Noll and Tam Architects, to develop four different conceptual site plans and preliminary cost estimates for development of new civic facilities that reflected community input from this and prior workshops. These conceptual plans and preliminary costs were presented to the City Council in November 2019.

This work by Noll and Tam eventually led to the two options listed at the beginning of this Report.

Discussion

Infrastructure provided by our City, State, and Federal Governments contribute to citizens' way of life, economy, health and wellbeing. Citizens rely on clean water supplies and waste-water treatment, and safe, well maintained roadways. They expect civic buildings to be clean and safe and pleasant places to work and do the public's business. Unfortunately, over the past several decades, St Helena, like many cities and states, has accumulated a significant backlog of deferred maintenance. In addition, regulatory pressure has increased in areas like water and wastewater treatment and dam safety, which require major investment in plant and equipment to retain the certifications to operate those services. Investment decisions on new civic buildings should be viewed against the backdrop of the City's general financial condition and the City's other infrastructure needs.

Financial Condition – Based on the Adopted FY 2019-20 budget, the City of St Helena's General Fund budget is just over $15 million, funded primarily by Sales Tax (34%), Property Tax (33%), and Transient Occupancy Tax (22%). In the 2019-2020 budget year, approximately $1 million in General Fund revenue was allocated for capital projects, $480K for the repair of the Library roof, $237K for new public restrooms, $100K for sediment removal in Sulphur Creek, $94K for a stormwater master plan, and $65K for this year's contribution to the Streetscape Project. Other than money for the Library roof, no funds were allocated to the construction or major repairs to civic buildings. Likewise, no provisions were made for capital upgrades to the storm drain system. Although the City has $7 million in unallocated reserves for emergencies, there are no reserve funds for infrastructure repair and replacement.

Enterprise Funds – Separate from its General Fund, the City's Enterprise Funds (drinking water and wastewater) support a $10 million a year "business" with a current cash balance of around $3.8 million. Water and wastewater systems are very capital-intensive, with dams, treatment plants, pump stations, and miles of underground pipes. The 5-year *Capital Improvement Plan* for the City's Enterprise operations calls for $33 million in new plant and equipment, a serious challenge for an organization that contributed only $1.2 million to its capital fund last year. Over half of the planned $33 million in capital investment will have to be funded by new debt (approximately $18.5 million). The current water and sewer rates have the debt capacity to fund the current project list. However, the costs estimated are in current dollars and do not consider inflationary increases which are likely to occur before project implementation. Any additional costs will require increases in rates to make payments on the additional debt. Because the Enterprise Funds are supposed to be self-supporting, placing no burden on the General Fund, they are technically outside the purview of this Report. However, the enormity of the forecasted (and un-forecasted) future investment, the risk of running afoul of regulators if timely investments aren't made, and resistance to past rate increases make us conclude that the Enterprise businesses pose a financial risk to the City. It is quite possible that the Enterprise businesses will have to borrow from the

City's General Fund, especially in an emergency situation involving the failure of major elements of the systems.

Storm Drains – The City's storm drain system is maintained by money from the General Fund, and not by Enterprise Funds, which only cover drinking water and waste treatment systems. Portions of the City's storm drain system are failing and causing flooding and street collapses, posing safety risks to drivers and pedestrians. Corrugated steel pipe, installed more than 70 years ago has completely rusted out, causing sink holes in the streets above and flooding of streets and sidewalks. Other streets flood routinely because storm drains were never installed to drain them. The City is formally assessing the storm drain system deficiencies, including pinpointing locations of constrictions and blockages. A preliminary report on system deficiencies is expected in the summer of 2022

Neither the Annual Budget nor the *Capital Improvement Plan* include funding for installing, repairing, or replacing storm drains. $94K was allocated to develop a stormwater master plan in the 2019-2020 CIP, but nothing for any actual construction work. The extent of the work will depend on the results of the survey, but the Public Works Director informed us that her department can oversee about $500K in contract value per year and that it is reasonable to assume it would take 10 years to make needed repairs and improvements throughout the entire system. Therefore, we have included a placeholder cost of $5 million, in the options in this Report.

Streetscape – The Main Street Streetscape is a three-phase sidewalk improvement project to address appearance, maintenance, and safety issues related to the sidewalks on Main Street between Mitchell Drive and Pine Street. The scope of each phase and its associated cost is summarized as follows:

> Phase 1 – New sidewalk, curb and gutter, ADA ramps, and tree replacement ($3.6 Million). $1.2 Million from OBAG (One Bay Area Grant – Metropolitan Transportation Commission allocation of Federal funds for road maintenance and improvements), $165K from General Fund, the rest from Gas Tax and Measure T.
>
> Phase 2 – Bulb Outs (curb extensions into parking lanes, which enhance pedestrian safety by narrowing roadways, shortening crossing distances, and increasing visibility of pedestrians) and amenities ($3.1 Million).
>
> Phase 3 – Bring side streets and alleyways up to the same design standard as Main Street ($8.4 Million).

The current $3.6 million Phase 1 budget, estimated by consulting firm BKF Engineers, is substantially over BKF's original estimate of $1.9 million. The City Manager, with Council approval, plans to pay for the overage by borrowing against future-year

Measure T revenue, limiting the General Fund's future exposure for completing Phase 1 to the original $165K over a three-year period, approved for the project in the current CIP. The Public Works Director told us that she is confident the entire Phase 2 cost will be borne by Cal Trans (Main Street is a state highway) and Measure T funds. The Public Works Director also told us that Phase 3 will be done piecemeal, not as part of the Streetscape Plan. Sidewalks, curbs, gutters, and trees will be brought up to the Streetscape Plan standard as development work is done along the side streets and alleyways in question. In summary, the impact of the Streetscape project on the General Fund is limited to the $165K to complete Phase (plus approximately $300K the City already paid for project design).

City Hall Construction Cost Estimates – We interviewed managers from Noll and Tam Architects to validate their assumptions regarding facility size and construction cost estimates they used in developing the various conceptual schemes for civic buildings they presented to the City Council.

- We confirmed that both building size and construction costs were based on a detailed, bottoms up approach.
- Workspace was estimated based on headcount and number of workstations and limited private offices with standard allowances for circulation.
- Space was included for conference rooms, entry ways, reception areas, stairways, bathrooms and the like.
- Public meeting and multi-purpose rooms were planned to be of modest size, in the 20-25 person range.
- In the combined City Hall/Library scheme, functions were combined for appropriate efficiencies including bathrooms, reception areas, etc.
- We found the $905 per sq. ft. construction cost estimate from Noll and Tam's to be a little high. We estimate it to be as much as 20% high, which is the amount of the "design contingency" in the estimate. However, we find no objective reason to propose a lower number, and we have used Noll and Tam's estimates in our Option comparisons.
    - Construction cost estimates were bottoms-up calculations, based on the cost of building elements, such as number of doors, square footage of exterior glass, number of lighting fixtures, etc.
    - Unit costs for those items reflect recent or current bid prices for similar work being overseen by Noll and Tam, or with their knowledge.

- The total construction cost of $905 per sq. ft. which resulted from these calculations appears to be consistent with similar recently constructed civic structures in the Bay Area. Note: The $905 figure includes an ample 20% "design contingency."

- The total project costs for each scheme, which include construction cost plus soft costs, for things like furniture, systems, site surveys, geotechnical reports, and design fees, have an additional 10% contingency.

We concluded that the project cost estimates were more than conservative and could be as much as 20% high. We agreed that the logic that Noll and Tam used was sound and the unit costs were based on current market value for these types of structures in this area.

Market Value of City Property – They City owns half a dozen or so buildings and pieces of property that are financially underutilized. We reviewed the following significant General Fund assets and estimated their current market values.

CDF/Teen Center – A 0.7-acre parcel at 1572-1574 Railroad Avenue with frontage on Railroad Avenue and Fulton Lane. The site in currently occupied by two wood frame structures, the former Teen Center at 3,600 square feet and the former California Department of Forestry building at 4,819 square feet. The buildings are currently being used by various City departments, in some cases because City Hall was rendered uninhabitable due to smoke damage. Possible future uses for the site include civic buildings (i.e. Police Station, City Hall) and/or housing.

City Hall/Police Station (Current Location) – A 0.9-acre parcel at the corner of Main Street and Pine Street, with frontage on Main Street, Pine Street, and Railroad Avenue. The site currently houses the 11,000 square foot City Hall/Police Station, now partially vacated due to smoke damage. Possible future uses include civic buildings (rebuilding of City Hall), commercial, and hotel.

Corporation Yard – A 4-acre site at 1405 Charter Oak Avenue, which currently houses Public Works offices in 2,100 square feet of modular buildings, 5,700 square feet of permanent structures used for storage, maintenance shops, and the like, and parking areas for trucks and other equipment. Possible future use is housing.

Adams Street – A 5-acre site north of Adams Street and east of Library Lane and the current Library. The current use is open space and agriculture (vineyard).

Possible future uses include civic buildings, resort development, and open space/agriculture.

Signorelli Barn – A 2925 square foot wooden barn at 933 Signorelli Circle, on 0.42 acres near the corner of Pope Street and Chiles Avenue. It is a late 19th century historical structure with heavy timber frame, board and batten siding, and a dirt floor, currently used for storage. Possible future use depends on an analysis of the barn's structural integrity. There has been some talk of this building and land being given or leased to the St Helena Historical Society or being used for workforce housing.

Carnegie Building – A 5,267 square foot, three story, historically registered building on 0.13 acres at the corner of Oak Avenue and Adams Street, constructed in 1908 as a library. The building formerly housed the Library, and later, the Parks and Recreation Department. It is now used for civic meetings and activities. Possible future uses include commercial, retail, and office space.

The basis for establishing the market value of the civic properties is an appraisal report completed by Ward Levy Appraisal Corp., Inc for EMG Corp, Inc in December of 2017 (EMG, now Bureau Veritas, is a consulting firm used by the City, which inspects and assesses facilities). Those figures were adjusted to current values based on the knowledge of certain Task Force members involved in the local real estate business. The resulting values used in the analysis were confirmed by the City Manager and his staff.

City real estate assets for possible sale	Value ($ million)	
CDF/Teen Center (RR Ave)	3.0	
City Hall/Police Station	4.0	
Corporation Yard	2.2	
Adams Street (excl library)	20.0	
Signorelli Barn/Miley parcel	0.5	
Carnegie Building	2.9	
	32.6	

Incremental Tax Revenue from Future Hotel Projects

Hotel development gets a lot of attention in City budgeting because hotels (inside City Limits), unlike most other commercial businesses in St Helena, pay the City FOUR types of General Fund taxes:

- Transient Occupancy taxes of 13% on overnight room revenue, 12% to the General Fund and 1% restricted for workforce housing
- Property taxes of 0.16% on the assessed value of the hotel and its property
- Direct sales taxes of 1.5% on purchases guests make on hotel property

- Indirect sales taxes of 1.5% on purchases guests make off-premises but elsewhere in St Helena

There are many in St Helena who would encourage more housing office, retail, winery, restaurant, or cultural development in the City. However, those types of developments would generate only half as much revenue as hotels will.

Accordingly, we looked into what hotel development projects were in various points in the City application process and found five projects to be recent and credible:

Main Street on Existing City Hall Site (OPTION 1) – Developer to build a three story, 60 guest room, 4-star, full-service boutique luxury hotel. The site would include the current City Hall parcel, extending east to Railroad Avenue. This property is now occupied by City Hall, the Police Station, and a parking lot adjacent to the Fire Station. Underground parking, including a portion under Lyman Park, would be required. The Park would be restored after construction. The hotel's meeting rooms and public areas would be open to City residents and visitors. The design would create synergy between the hotel and the park, each taking advantage of the other's amenities (please see appendix 1 to see possible conceptual design). Workforce housing would be provided offsite to accommodate employees. Occupancy rates, room rental, and other revenue projections are based on actual figures from competitive facilities, including Solage, Los Alcobas, Carneros Inn, and Villagio and were verified by statistics from Smith Travel Services

Adams Street Property (OPTION 2) – Developer to build a full-service luxury hotel, "ranking in the top 5% of such hotels worldwide". This hotel would provide guest accommodations for 80 rooms, a full-service restaurant, catering, and other food and beverage outlets (cafes, restaurants, and bars) expected of this type of facility. The hotel would also have a spa, meeting rooms, underground parking, pools, and other essential amenities. Meeting facilities and public areas would be open to City residents and visitors. Occupancy rates, room rental, and other revenue projections are based on actual local competitors, including Auberge, Calistoga Ranch, Meadowood, and Bardessono and were verified from statistics from Smith Travel Services.

Vineyard Station – Developer to build a 78-guest room, 5-star full-service hotel on a 6.8-acre parcel, with access from Main Street, Vidovich Avenue, and South Crane Avenue. 18,360 square feet of existing commercial/retail on the site can be expanded by an additional 7,500 square feet. Plans call for 130 underground parking spaces, restaurant, spa, pool, and other amenities expected of a 5-star resort. Also included are 10 apartments for workforce housing. Project is fully entitled and a development agreement with the City has been executed.

Farmstead – Developer to build a 65-guest room, 4.5-star, full-service hotel on a 10-acre parcel, with access from Main Street, Mills Lane, and Charter Oak Street. The facility is planned to have a farm style environment, with farmers market, general store, potting shed, demonstration garden, and two farm equipment barns. The project will also include the existing restaurant, additional meeting rooms, fitness center, pool, pool bar, and other amenities expected of a 4.5-star resort. The project is pending City approval.

St Helena Rail Line – Vine Resort – Developer to build a 65 – 85 guest room full-service luxury resort on a 6 to 8-acre parcel on Wine Train and Krug Winery property, with access from Deer Park Road, Main Street (presumably through Krug property), and via rail on the Wine Train. The hotel's meeting rooms and public areas would be open to City residents and visitors. Workforce housing would be provided offsite to accommodate employees. The City's General Plan does not currently permit resort development in this location. The General Plan would have to be amended to allow this development to proceed. The developers recently submitted a pre-application presentation request to the City.

Revenue estimates - To calculate the rough tax revenue impact of hotel development in the City, we estimated and compared figures from the five prospective hotels described above. These estimates are the Task Force's alone and do not represent commitments by the City or the developers. Precision in these estimates is best left to experts but it is safe to conclude that the future stable tax revenue from any one of these hotels could pay for a new City Hall and Police Station, and the tax revenue from the largest of them would both pay for the new City Hall and Police Station and make a substantial annual contribution to the City's General Fund. Likewise, completion of ANY TWO of the hotel projects would pay for a new City Hall and Police Station and also make a substantial annual contribution to the City's General Fund.

Representative Hotel Tax Contributions	Option 1	Option 2	Vineyard Station	Farmstead	Vine Resort
Rooms	60	80	78	65	75
Avg daily net rate	$550	$1,200	$775	$700	$875
Annual occupancy rate (%)	80%	70%	70%	75%	70%
Annual room revenue	$9,636,000	$24,528,000	$15,444,975	$12,455,625	$16,767,188
Occupancy tax rate	13%	13%	13%	13%	13%
Occupancy tax revenue to City	$1,252,680	$3,188,640	$2,007,847	$1,619,231	$2,179,734
Assessed property value	$40,000,000	$120,000,000	$60,000,000	$45,000,000	$65,000,000
Property tax rate to City	0.16%	0.16%	0.16%	0.16%	0.16%
Property tax revenue to City	$64,000	$192,000	$96,000	$72,000	$104,000
Estimated on-premise purchases per occupied room night	$300	$900	$650	$200	$500
Sales tax rate for on-premise purchases to City	1.5%	1.5%	1.5%	1.5%	1.5%
Estimated on-premise sales tax revenue to City	$78,840	$275,940	$194,308	$53,381	$143,719
Estimated off-premise purchases in City per occupied room nght	$300	$400	$300	$300	$300
Estimated off-premise purchases in City per year	$5,256,000	$8,176,000	$5,978,700	$5,338,125	$5,748,750
Sales tax rate for off-premise purchases to City	1.5%	1.5%	1.5%	1.5%	1.5%
Off-premise sales taxes paid per occupied room night	$78,840	$122,640	$89,681	$80,072	$86,231
Total Tax revenue to City	**$1,474,360**	**$3,779,220**	**$2,387,835**	**$1,824,684**	**$2,513,684**

Note: All estimates based on stabilized year of operations. Net room revenue per night is less than list price room revenue per night. Vineyard Station and Vine Resort figures do not include tax revenues from existing current operations, which pre-date any hotel developments there.

Financial Comparison of Options 1 and 2 – Options 1 and 2 are very different projects, reflecting different visions for the City and they have different financial profiles and political implications. So, we'll contrast the options as objectively as possible. To review:

Option 1 – Builds a new 8,500 sq. ft., single-story City Hall building on City-owned property adjacent to the Fire Station or on Railroad Ave, builds a new 4,500 sq. ft. Police Station somewhere on City-owned property, and repairs and upgrades the Library to extend its life another 20 to 25 years (Please see Appendix 2 to view a conceptual design locating City Hall adjacent to and north of the Fire Station). We estimate the construction costs of Option 1 to be $24 million, including the storm drain work, and propose to offset $4 million of the construction cost by selling the current City Hall property to a hotel developer for a net initial cost of $20 million to be paid for by

various types of bonds. Our analysis assumed a 5% interest rate and a 30-year term for the bonds. The City could, perhaps do better, but 5% is used for illustrative purposes.

Option 2 - Builds a new 27,000 sq. ft. combined City Hall and Library, including a meeting room and a multi-purpose room, on the current Library site and build a new 4,500 sq. ft. Police Station somewhere on City property. We estimate the construction costs of Option 2 to be $50 million including the storm drain work and propose to offset $24 million of the construction cost by selling the City's Adams Street property and the current City Hall property.

The financial differences between the options are summarized below:

Capital costs ($ in millions)				
	OPTION 1		OPTION 2	
New combined City Hall/Library	0.00		39.00	
New City Hall	11.00		0.00	
New Police Station	6.00		6.00	
Library repairs	2.00		0.00	
Streetscape phase 1	0.17		0.17	
Storm drains	5.00		5.00	
Streetscape Phases 2 and 3	0.00		0.00	
Old City Hall land sale	-4.00		-4.00	
Adams St land sale	0.00		-20.00	
Bond amount	20.17		26.17	
Bond annual interest rate	5.00%		5.00%	
Bond term in years	30		30	
Bond payments per year	1		1	
Bond number of payments	30		30	
Bond payment amount/yr	-1.31		-1.70	
Bond sum of payments	-39.36		-51.07	
Bond lifetime interest cost	-19.19		-24.90	
Adams St hotel occupancy tax/yr	0.00		3.19	
Adams St hotel property tax/yr	0.00		0.19	
Adams St hotel direct sales tax/yr	0.00		0.28	
Adams St hotel indirect sales tax/yr	0.00		0.12	
Main St hotel occupancy tax/yr	1.25		0.00	
Main St hotel property tax/yr	0.06		0.00	
Main St hotel direct sales tax/yr	0.08		0.00	
Main St hotel indirect sales tax/yr	0.08		0.00	
Total tax revenue	1.47		3.78	
Net to City once built/yr	0.16		2.08	
Remaining "sellable" City land	28.6		8.6	

In general, Option 1 is a “break-even” option for the City”: The City sells $4 million of its land, to a developer that builds a hotel that, once it is up and running, pays for the borrowing to build a new City Hall, Police Station, some Library upgrades and $5M in storm drain repairs. Option 2 is a much larger, more ambitious option for the City. Because of size and location, it carries more execution uncertainty and depletes the

City's balance sheet by $20 million more than Option 1, but once up and running, it makes a roughly $2 million annual contribution to the City's General Fund.

The precise bond type and mechanics involved in financing either option are beyond the expertise of this committee and the scope of this report. We are aware that there are structures like Certificate of Participation lease-backs and developer lease-backs the City could substitute for standard municipal bond borrowing. One of our recommendations to the City Council is that, once it has chosen an option, that it engage a good municipal fundraising group to explore alternatives and make a recommendation.

Possible Development of Secondary Properties for Workforce Housing –We believe that workforce housing is an issue for our City and should be considered in tandem with City infrastructure development. Hotels and resorts, like those being considered for development in our City, have large workforces, and we encourage the City to challenge potential developers to ease, not add to this problem. Our review of the inventory of City property revealed some locations that would be well-suited to workforce housing, the Corporate Yard and the Railroad Avenue sites in particular.

Respectfully submitted,

Task Force Members
George David (Assistant Chair)
Daniel Hale
Elaine Honig
Patrick Kenealy
Thomas McBroom (Chair)
Philippa Ward
Richard Walloch

Glossary

3P – Public Private Partnership – A partnership between a public sector entity (sponsoring authority) and a private entity for the creation and/or management of infrastructure for public purpose for a specified period of time. A 3P typically involves a private entity financing, constructing, and managing a project in return for a promised stream of payments.

Bulb Outs - Curb extensions into parking lanes, which enhance pedestrian safety by narrowing roadways, shortening crossing distances, and increasing visibility of pedestrians

CIP – *Capital Improvement Plan*. Five year (2020-2024) fiscally constrained budget that lays out the most critical infrastructure investments in projects such as street improvements, building construction, water and wastewater treatment, and the maintenance or replacement of other major facilities and equipment.

FCNA – *Facilities Condition and Needs Assessment* – A detailed report on the condition of buildings or other assets, including recommended repair work and the estimated cost to address deficiencies. EMG Corp. completed such a study for selected City owned buildings in March 2018

General Plan – A document which serve as the City's constitution. A statement of the community's collective vision of the City's future.

Hotel stabilization – the year when hotels reach peak occupancy and income, which is then adjusted going forward for inflation only

LRFF – *Long Range Financial Forecast* – Current and long-range (10 Year) financial assessment of General Plan revenues, expenditures, fund balance, and emergency reserves. The LRFF is not a budget; it is an analytical tool to project the condition of the City's General Fund under various future economic scenarios.

Measure T – The Napa Countywide Road Maintenance Act – A Napa County fund to pay for road and street improvements, supported by a one half of one percent sales tax, approved for a 25-year period, expiring on 7/1/2043. St. Helena's share is 5.9% of available funds.

OBAG - *One Bay Area Grant* – Metropolitan Transportation Commission allocation of Federal funds for road maintenance and improvements

SHAPE – *St Helena Assets Planning Engagemen*t – Citizen committee from September 2017 to June 2018. Formed to identify options to address opportunities and deficiencies reported in the FCNA for certain City properties (City Hall, Library,

Adams Street Property, CDF/Teen Center, Corporate Yard, Scout Hall, Head Start Building, Carnegie Building, and the Signorelli Barn). Developed prioritized options for each property.

TOT – Transient Occupancy Tax – A tax levy (currently 13%) on gross rent of rooms occupied in hotels, motels, bed and breakfasts, and homes for a period of thirty days or less. 12% goes to the General Fund and 1% is restricted for workforce housing.

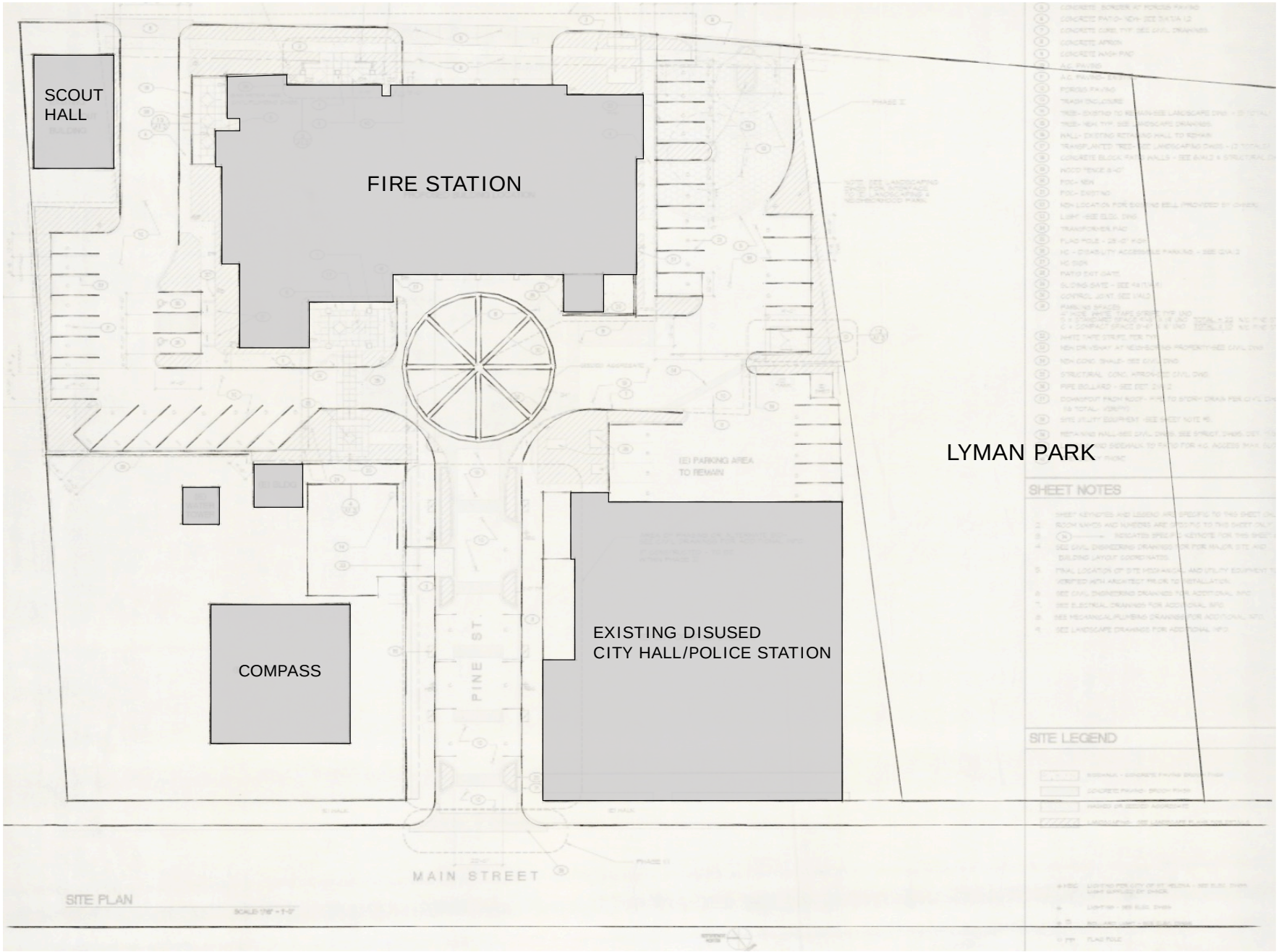
Methodology

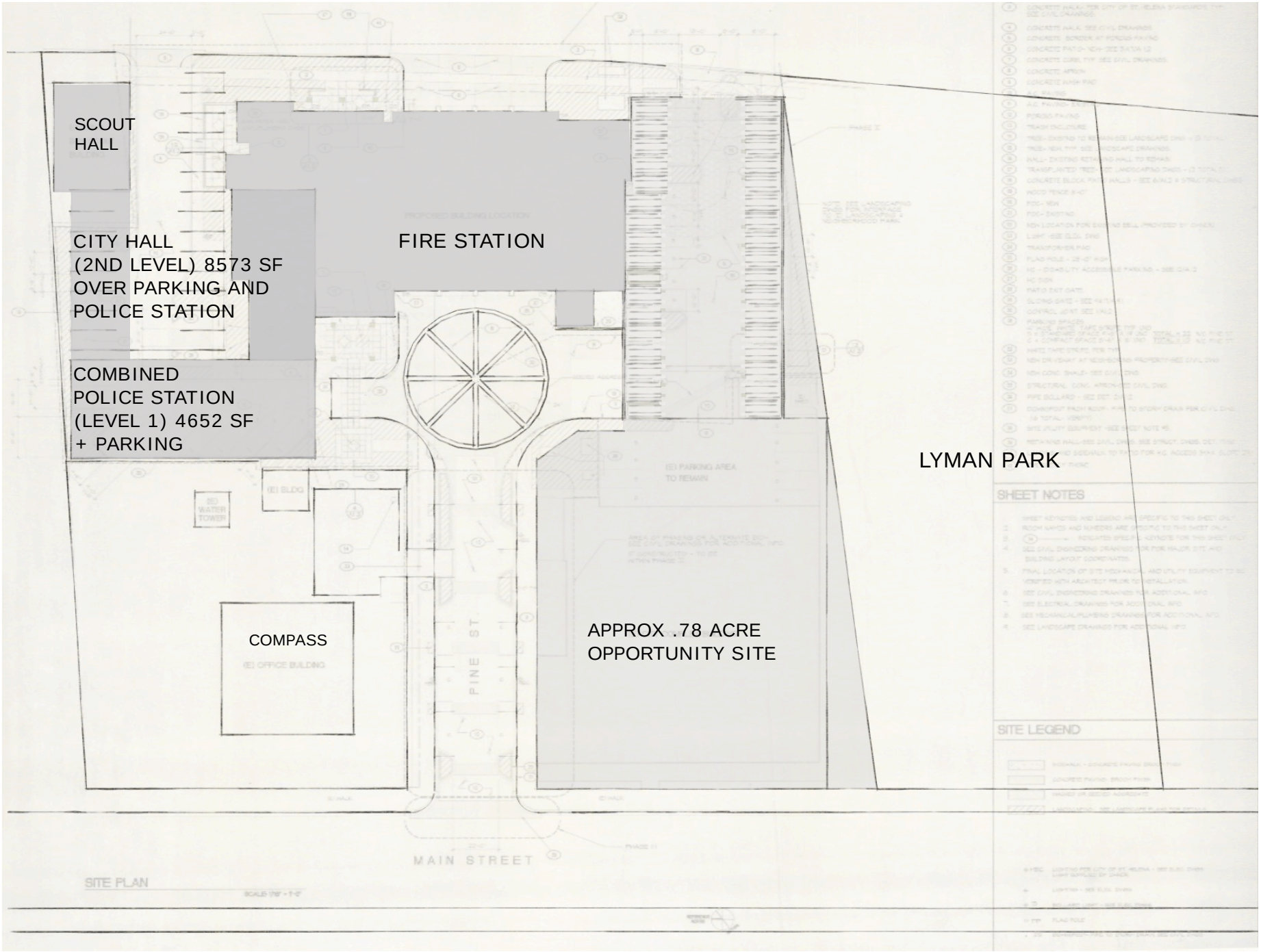
1. Reviewed City Budget, LRFF, CIP to determine City's current financial position.
2. Interviewed the City Manager to gather background information and get questions answered
3. Interviewed Public Works Director to determine City's cost estimates to complete the Streetscape project and install/replace non-existent or failed storm drains.
4. Interviewed consultant to estimate City's borrowing capacity.
5. Reviewed hotel proposals in, or soon to be in the City approval pipeline to estimate likely incremental TOT, Property Tax, and Sales Tax.
6. Estimated incremental revenue from possible sale of the current City Hall site and the Adams Street property, and the TOT, property tax, sales tax, and indirect financial benefits from hotel developments on those properties
7. Established market value of various other City properties for possible sale.
8. Reviewed and verified architect's space projections and construction costs for new City Hall, combined City Hall/Library, and Police Station.
9. Interviewed consultant to determine advisability of pursuing Public Private Partnerships for new construction.
10. Summarized development and funding options to facilitate decisions by City Council.

Appendix 1

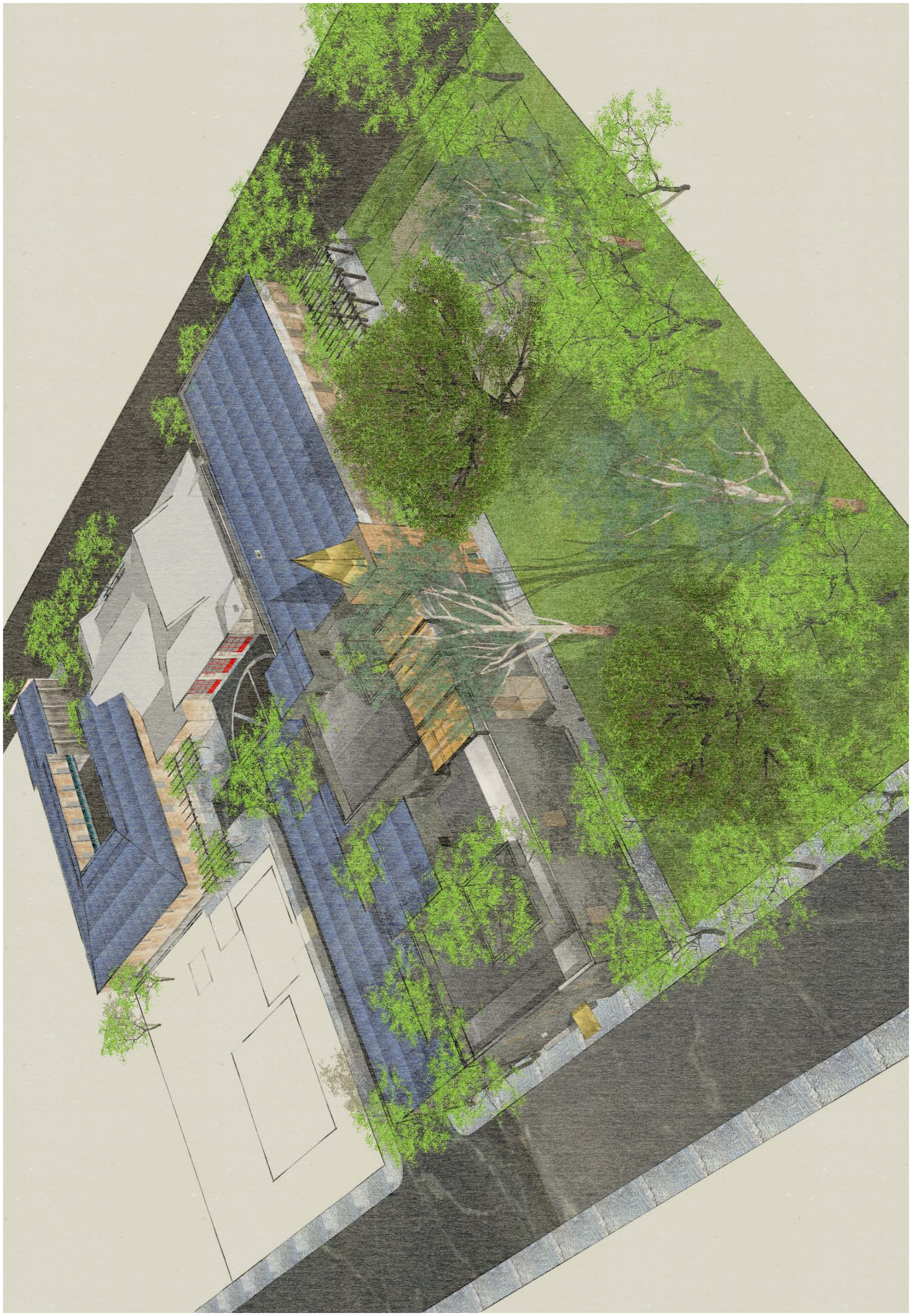
Hotel Development on Current City Hall Site

Conceptual Design


SCOUT HALL
FIRE STATION
LYMAN PARK
(E) PARKING AREA TO REMAIN
COMPASS
PINE ST.
EXISTING DISUSED CITY HALL/POLICE STATION
MAIN STREET
SHEET NOTES
SITE LEGEND
SITE PLAN


SCOUT
HALL
CITY HALL
(2ND LEVEL) 8573 SF
OVER PARKING AND
POLICE STATION
FIRE STATION
COMBINED
POLICE STATION
(LEVEL 1) 4652 SF
+ PARKING
LYMAN PARK
COMPASS
APPROX .78 ACRE
OPPORTUNITY SITE
PINE ST.
MAIN STREET
SITE PLAN
SHEET NOTES
SITE LEGEND







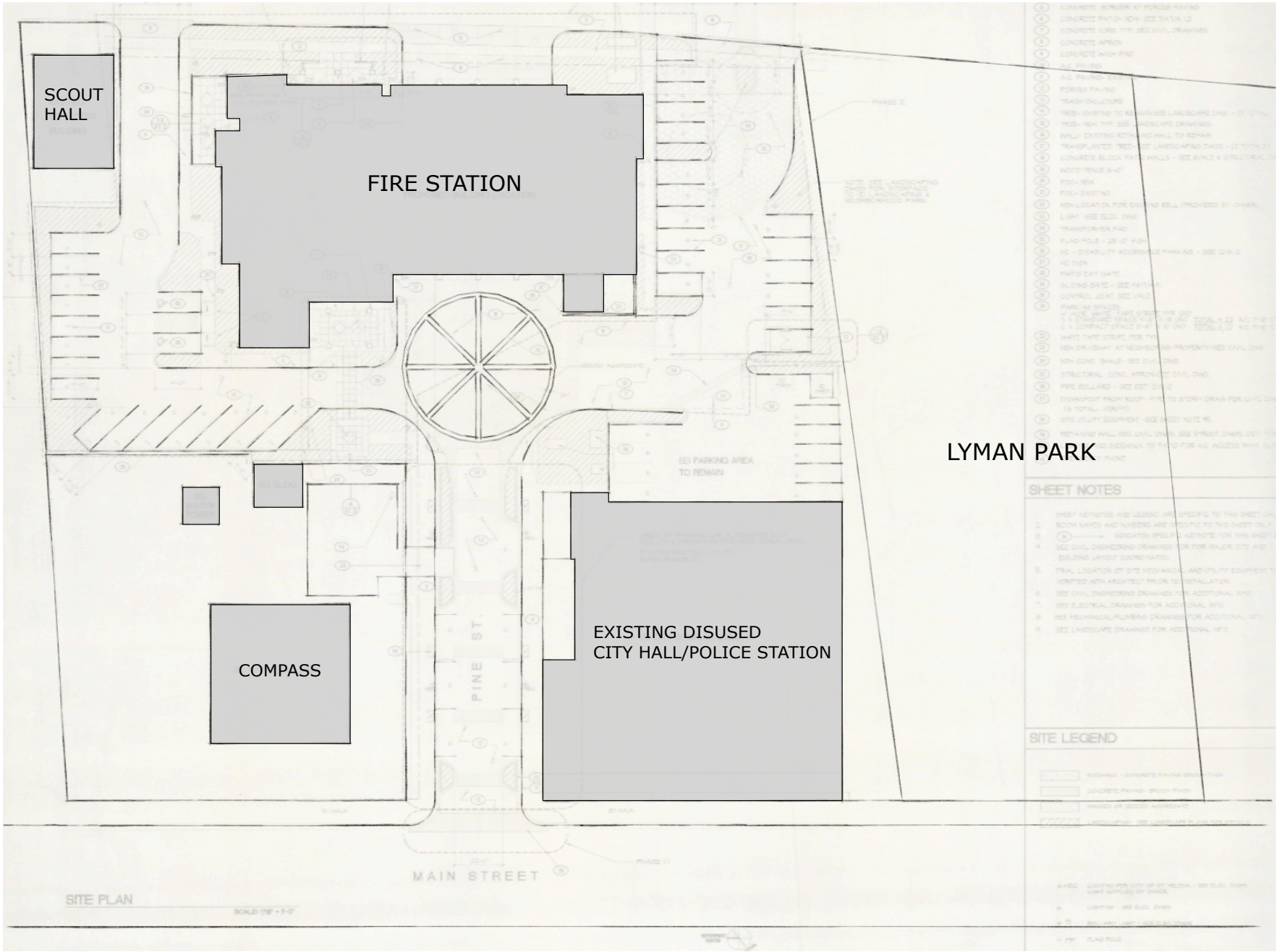




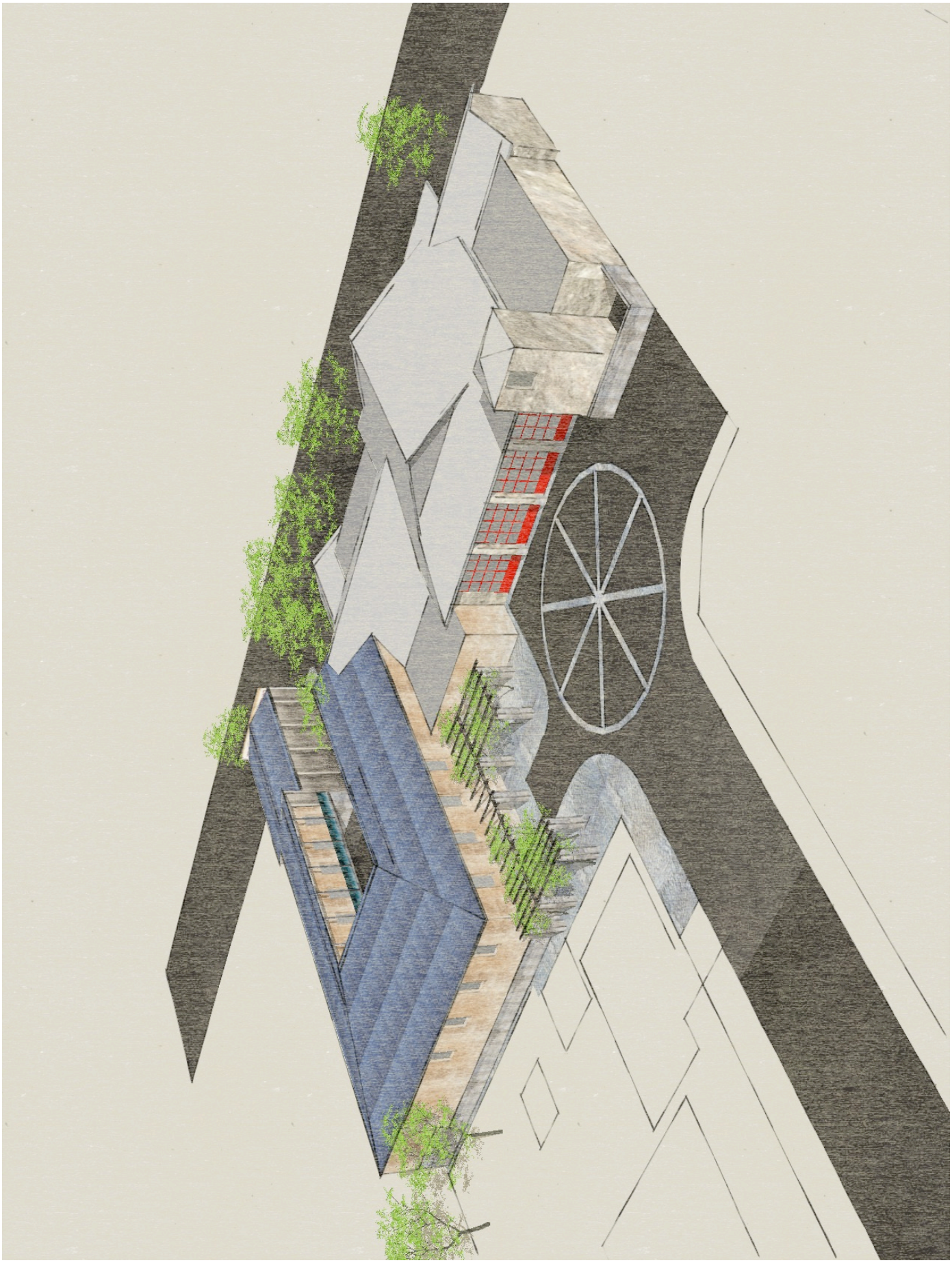
Appendix 2

City Hall/Police Station Adjacent to Fire Station

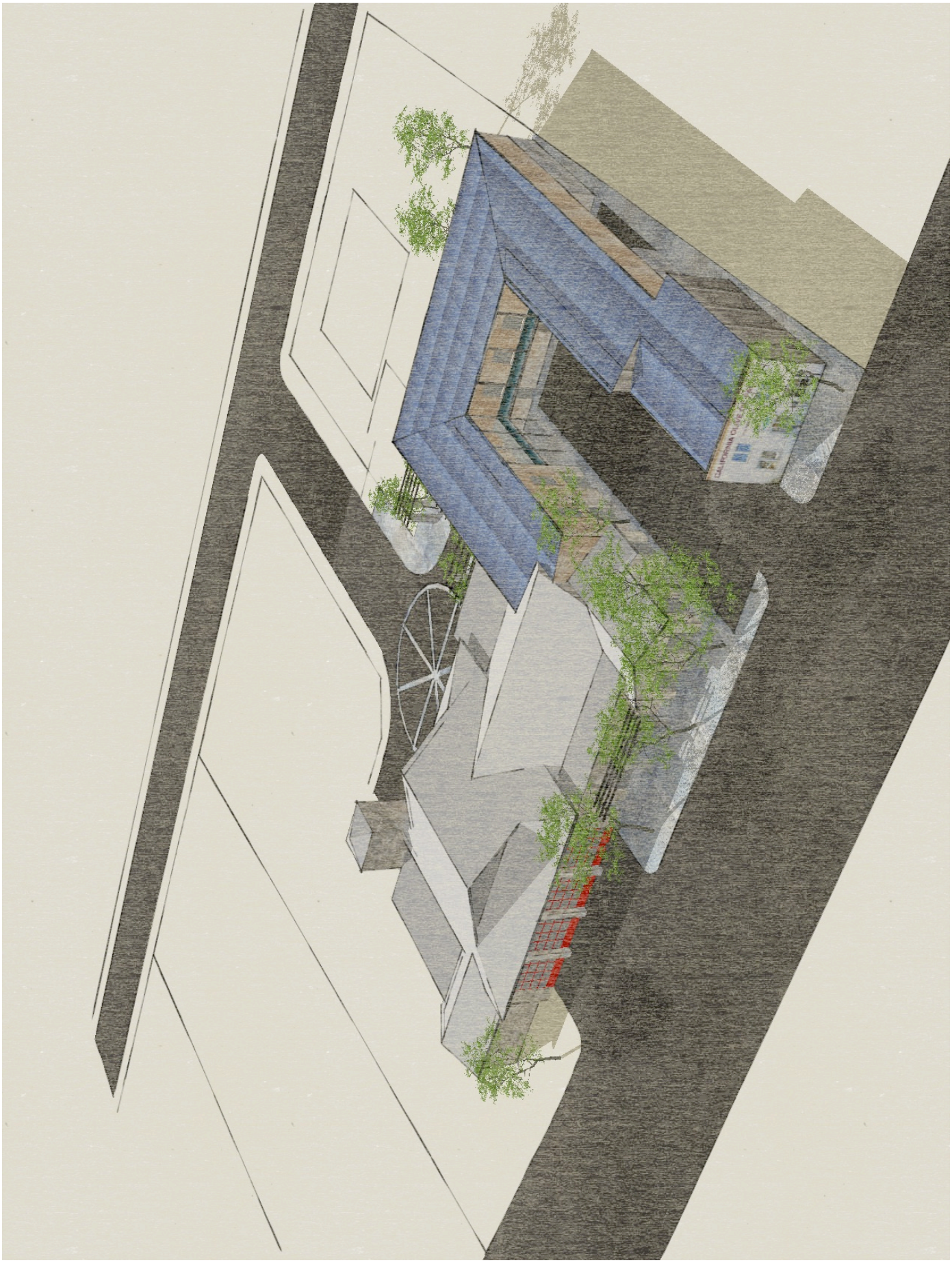
Conceptual Design


SCOUT HALL
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(LEVEL 1) 4652 SF
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(2NDLEVEL) 8573 SF
LYMAN PARK
APPROX .77 ACRE
OPPORTUNITY SITE
COMPASS
MAIN STREET








CALIFORNIA OLIVE
D.B. MARTINELLI

Cindy Tzafopoulos

From: oliver <oliver@caldwellsnyder.com>
Sent: Tuesday, June 8, 2021 12:27 PM
To: Cindy Tzafopoulos
Subject: [External] submission for CC hearing tonight

Hi Cindy,
Please forward this embedded letter to Mark and the City Council for tonights hearing. Thank you very much and hope all is well with you.
Ciao,
Oliver Caldwell
415.999.9272

To the Mayor, Council Members and City Manager of St. Helena,

Re: Regular City Council Hearing 08 July 2021
12.1. Discussion and Direction Regarding Financing and Revenue Options to Address City of St. Helena Infrastructure Deficiencies

In my opinion, the best long term future for St. Helena is in the following proposed Master Plan for the City's main assets . . . Adams, Railroad and Main St. It would provide for the us optimum financial sustainability and community enrichment. In all the years of hearing consultants, Ad Hoc groups, Council deliberations and public outcry . . . I have not heard of any other cohesive proposal that can match these stated benefits.

1. ADAMS PARCEL: A new luxury hotel on Adams would bring us critical and substantial short term capital, long term TOT, sales tax and property tax revenue. We could require the hotel developer to build only a low profile complex with much greenery and open space, provide solutions to housing and water, propose synergies between civic institutions such as the adjacent library and maintain attractive trails on the frontage to the river for public use. Every year we drag our feet with this parcel, we lose another $4 million annual potential revenue . . . almost enough to finance the Police Department.

2. RAILROAD PARCEL: This parcel needs to be reserved for the future City Hall and Police Station when the current CH lease retires and the City catches up financially. Some of the land could be reserved for parking for the new Main St. complex. Selling this land would severely limit the future location of our civic institutions.

3. MAIN St.: (Old City Hall and Lyman Park parcels) This combined two acre site should be redeveloped into a new beautiful Park, Recreation & Cultural complex. An RFP calling for a public-private partnership-built complex there could substantially reinvigorate our Main Street and offer a realization of similar civic dreams laid on in the 2008 Adams Vision. The original Lyman deed specifically designates the land for "recreation, concert and games". Let's make the most of this noble intention.

I implore the Council to please deliberate the pros and cons of this 3 point plan and refrain from balkanizing the three stated parcels out of political expediency or for short sited budgetary needs. And finally . . . think of Adams as owning an expensive Formula One Ferrari. If you were broke and needed a lot of money, would you sell it off for parts, use it as a tractor to drag a plow thru the vineyards or sell it intact to a proven race car company that will give you millions in advance and 14% of its lifetime earning (TOT)?

Thank your for your time,

Oliver Caldwell
St. Helena

June 8, 2021

Dear Mayor and Council Members,

City manager Prestwich has done a wonderful job identifying several viable options that will address our enormous fiscal challenges. Also, with the opening of Alila Napa Valley, a Hyatt brand with big name recognition and tremendous marketing power, and the Lodging at Farmstead on the way, we have several millions of new TOT dollars already headed our way.

Regarding a statement in the **BACKGROUND** section of the Financing and Revenue Options report where **Buildings** are discussed, wherein it says, "Two options for replacing City Hall were reviewed in early 2020 with cost estimates of $24 million to $54 million," there are less expensive options.

Look back to the **"REIMAGINING ST. HELENA'S CIVIC SPACES"** report submitted by Noll and Tam Architects at the City Council Meeting dated November 12, 2019. You will see an "Option 4" that estimates a new 11,050 sq foot stand-alone City Hall would cost 12.8 million dollars.

Four months later at the City Council Meeting dated March 10, 2020, Noll and Tam presented a revised **"REIMAGINING ST. HELENA'S CIVIC SPACES"** that added an "Option 5" which estimates a new 8,500 sq foot stand-alone City Hall would cost 12.4 million dollars. That report reads: Construction Costs (8.7M) + Soft Costs (3.7M) = Total Project Cost (12.4M).

There have been so many versions of different studies over the years I am not a bit surprised these wonderfully less expensive cost options were overlooked in the current Financing and Revenue Options report. Hopefully you will be encouraged by this information.

Incidentally, in that November 2019 Noll and Tam report in their BENCHMARK EXAPMPLES list they have Project #2: a new Atherton City Hall + Police department with a bid date of 2019. Building Area 26,476 sq feet at a cost of 21.2 million dollars. I thought that was interesting.

On behalf of the majority in St. Helena who voted against putting a hotel on Adams Street, we are counting on you, and we thank you for the creation of long-term strategies that address our prioritized infrastructure needs in a responsible and methodical manner. This is the kind of thinking that will get us where we need to go without "selling the farm." Bravo! And again, thank you!

Sincerely,

Nancy Dervin

Report to the City Council
Regular City Council - 08 Jun 2021 - *AMENDED 6-4-21

Agenda Section: **NEW BUSINESS**

Subject: **Mayor and City Council Members Review of Outside and Internal Ad Hoc Assignments**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At the May 27, 2021 City Council meeting Council Member Hardy made a motion, which was subsequently seconded and approved to agendize "City Council Ad Hoc Assignments" for discussion at the June 8, 2021 City Council meeting.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.

ATTACHMENTS

2021 Intergovernmental CC Assignments

2021 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

	MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Mayor Ellsworth	Vice Mayor Dohring	Council Member Chouteau	Council Member Hall	Council Member Hardy
	Outside Assignments:					
1	City/SHUSD/Chamber/NVC (Monrovia)	Primary	Primary			
2	St. Helena Sewer District No. 1	Primary	Primary	Primary	Primary	Primary
3	Association of Bay Area Governments (ABAG) - Executive Board					
4	Association of Bay Area Governments (ABAG) - General Assembly		Primary	Alternate		
5	Napa Valley Tourism Corporation (Umbrella for Napa County)				Primary	
6	League of California Cities – North Bay Division	Primary	Primary	Primary	Primary	Primary
7	Napa County City Selection Committee	*Primary	Alternate			
8	Napa County Flood Control and Water Conservation District	*Primary	Alternate			
9	Youth Opportunities Commission		Primary			
10	Napa County League of Governments (NCLOG)	Primary	Primary	Primary	Primary	Primary
11	Napa County Local Agency Formation Commission (LAFCO)					
12	Napa Valley Transportation Authority (NVTA)	*Primary	Primary	Alternate		
13	Napa County Watershed Information Center & Conservancy (WICC)	Primary				Alternate
14	Upper Valley Waste Management Agency			Primary		Alternate
15	Napa County Groundwater Sustainability Plan Advisory Committee	Primary				Primary
16	Napa County Regional Climate Action Committee	Primary		Primary		
	Internal Ad Hoc Assignments:					
17	Active Transportation & Sustainability Committee (ATSC)		X			
18	Library Board			X		
19	Parks & Rec Commission				X	
20	Consider and synthesize stakeholder housing recommendations and recommend short and long-term housing initiatives to the City Council, including advancing the use of one or more of city-owned parcels (including Adams Street) for affordable housing.				X	X
21	Prepare/present citywide design guidelines to the Planning Commission for adoption.		X			
22	Prepare financing and revenue options for City Council review and consideration to address City Infrastructure deficiencies.	X	X			
23	Prepare and implement COVID Business Recovery Plan & Continuity Strategy for Phase 1 Downtown Streetscape Project.			X	X	

2021 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

	MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Mayor Ellsworth	Vice Mayor Dohring	Council Member Chouteau	Council Member Hall	Council Member Hardy
	Internal Ad Hoc Assignments: (Continued)					
24	Develop marketing collateral for prospective tenants and prioritize targeted business types.			X	X	
25	Redwood Forest Expansion: In coordination with Paul Asmuth, determine opportunities to include youth during the planting of the redwood trees. Connect with Biology teacher Lisa Luhn to tie in an educational component.		X	X		
26	The Council will designate two to three Youth Representatives to speak once everty two months at City Council meetings. These individuals would a) provide an update on youth related issues in the community and b) act as a liaison to youth when feedback is requested on City Council matters.		X	X		
27	Distribute Youth Survey to High School and Middle School to receive direct feedback from the youth.		X	X		
28	Create a Diversity, Equity and Inclusion Committee with a seat for a youth member to identify recommendations to ensure a more socially diverse and inclusive community.		X	X		
29	Consider refining the Nonprofit Grant Criteria to specifically state that a grant will be awarded to a nonprofit that supports thriving families and enhances the safety, wellbeing and healthy development of youth and related issues.		X	X		
30	Housing Element Focus Group Ad Hoc Committee		X			
31	Zoning Code Update Ad Hoc Committee				X	X
32	Water Ad Hoc Committee	X	X			
33	Development of Will Serve Policy Ad Hoc Committee	X	X			
34	Non-Profit Grant Review Ad Hoc Committee	X	X			
35	Hall-Vineland Vista Litigation Subcommittee		X			X
36	Napa Valley College Lease Negotiation Team		X			
37	Agenda Review Committee	X	X			

Report to the City Council
Regular City Council - 08 Jun 2021

Agenda Section: **NEW BUSINESS**

Subject: **June 7, 2022 Gubernatorial Primary Election and November 8, 2022 Gubernatorial General Election Calendar Discussion**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

June 7, 2022 Gubernatorial Primary Election calendar:

1. First reading of a proposed ordinance is recommended to be considered at the November 9, 2021 regular City Council meeting and adoption at the next regular meeting of November 23, 2021.
2. Adopt a resolution calling for a special election at the December 14, 2021 regular City Council meeting.
3. Provide the adopted resolution to the Napa County Registrar of Voters by February 1, 2022.

November 8, 2022 Gubernatorial General Election calendar:

1. First reading of a proposed ordinance is recommended to be considered at the March 8, 2022 regular City Council meeting and adoption at the next regular meeting of March 22, 2022.
2. Adopt a resolution calling for a special election at the April April 12, 2022 regular City Council meeting.
3. Provide the resolution to the Napa County Registrar of Voters by April 30, 2022.

FISCAL IMPACT

The cost of the special election is estimated to be from $30,000 to $50,000 and the general election is estimated to cost from $50,000 to $60,000.

RECOMMENDED ACTION
Receive and file.