



City of St. Helena
Regular City Council Meeting
Tuesday, October 12, 2021 @ 6:00 PM
Published: Friday, October 8, 2021 3:28 PM

NEW: Where estimated start times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

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.

This meeting will be conducted pursuant to the provisions of Government Code Section 54953 (as amended by AB 361) which authorizes teleconferenced meetings under the Brown Act during certain proclaimed States of Emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. This teleconferenced meeting is necessary so that the City can conduct essential business and is permitted under Government Code 54953 in order to protect public health and safety of attendees.

Consistent with Government Code Section 54953, this City Council Meeting will be held via teleconference only, and will not be physically open to the public. City Council members and staff will teleconference into the meeting by audio and/or video. The meeting will be conducted via Zoom Webinar.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions. 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/81296434330>

Or One tap mobile :
US: +16699006833,,81296434330# or +12532158782,,81296434330#

Or Telephone:

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

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

Meeting ID: 812 9643 4330

International numbers available: <https://us02web.zoom.us/j/81296434330>

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Esta reunión será realizada conforme a las provisiones del Código de Gobierno Sección 54953 (modificada por AB 361) la cual autoriza las reuniones de teleconferencia bajo el Acta Brown durante ciertos Estados de Emergencia. El gobernador de California proclamó Estado de Emergencia relacionado con el COVID-19 el 4 de marzo del 2020. Esta reunión por teleconferencia es necesaria para que la Ciudad pueda realizar deberes esenciales y es permitido bajo el Código de Gobierno 54953 en orden de proteger la salud pública y seguridad de los asistentes.

Consistente con el Código de Gobierno Sección 54953, esta reunión del Consejo de la Ciudad será realizada vía teleconferencia y no será físicamente abierta al público. Miembros del Consejo de la Ciudad y personal atenderán la reunión por audio y/ o video. La reunión será transmitida vía Zoom.

La reunión del Consejo 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 el ID de la reunión o llamando al número ubicado en la agenda e ingrese el ID de la reunión. Se aceptarán comentarios públicos para la reunión del Consejo de la Ciudad por correo electrónico a publiccomment@cityofsthelena.org. Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda, pero no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda del Consejo de la Ciudad al día siguiente.

Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓN PÚBLICA.

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 como utilizar Zoom, consulte las instrucciones a continuación.

Habrà traducción en español durante la junta

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

<https://us02web.zoom.us/j/81296434330>

O por iPhone one-tap:

US: +16699006833,,81296434330# or +12532158782,,81296434330

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

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

ID de la Reunión: ID: 812 9643 4330

International numbers available: <https://us02web.zoom.us/j/81296434330>

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Estimated start time: 6:02 p.m.

3. ROLL CALL

Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy

Estimated start time: 6:05 p.m.

4. ADOPTION OF THE AGENDA

Estimated start time: 6:08 p.m.

5. 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.

Estimated start time: 6:10 p.m.

6. 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.

Estimated start time: 6:22 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Sexual Violence Awareness Proclamation Presented to Tracy Lamb,
NEWS Executive Director

15

Estimated start time: 6:30 p.m.

[Proclamation](#)

- 7.2. October 17-23, 2021 National Friends of Libraries Week Presented to Paige Pohlers Meek, Executive Director of the Friends & Foundation 17

Estimated start time: 6:35 p.m.

[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)

Estimated start time: 6:40 p.m.

- 9.1. Consideration and proposed approval of Regular Meeting Minutes of September 28, 2021 19 - 25

[09-28-2021 Regular City Council - Minutes](#)

- 9.2. Consideration and proposed approval of a resolution approving temporary closure of Oak Avenue between Adams Street and Tainter Street for the October 31, 2021, Halloween Costumed Bike Parade. 27 - 30

CEQA Determination: Not a CEQA project

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

Staff recommends the City Council of the City of St. Helena adopt the attached Resolution.

[Halloween Bike Parade road closure request Staff Report - Pdf](#)

- 9.3. Consideration and Proposed Approval of a Resolution Accepting a Donation from the St. Helena Fire Department Association in an Amount of \$217,729.01 to be used towards the purchase of a new Type 1 Engine. 31 - 45

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approve the attached resolution accepting the donation.

[Staff Report - Pdf](#)

10. PUBLIC HEARINGS

- 10.1. None

11. OLD BUSINESS

- 11.1. Consideration and approval of an updated funding agreement with the State of California Department of Water Resources for the Comprehensive Flood Control Protection and Flood Corridor Restoration Project. 47 - 92
- Estimated start time: 6:45 p.m.
- CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Approve the attached Resolution Approving an Updated Funding Agreement between the State of California Department of Water Resources and the City of St. Helena for the St. Helena Flood Protection and Ecosystem Restoration Project.
[Staff Report - Pdf](#)
- 11.2. Consideration and approval of a Conservation Easement Deed between the City of St. Helena and the Napa County Land Trust in furtherance of the Comprehensive Flood Control Project 93 - 131
- Estimated start time: 6:55 p.m.
- CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Approve the Attached Resolution Approving a Conservation Easement Deed by the City of St. Helena in favor of the Napa County Land Trust
[Staff Report - Pdf](#)
- 11.3. Consideration and Proposed Approval of a Resolution Affirming Support for the Upper Napa Valley Blue Zones Project and Appointing a Council Representative to Serve on the Upper Napa Valley Blue Zones Steering and Leadership Committee 133 - 137
- Estimated start time: 7:05 p.m.
- CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Adopt the proposed resolution and appoint a Council Member to the Upper Napa Valley Blue Zones Steering and Leadership Committee.
[Staff Report - Pdf](#)
[Public Comment.St. Helena Chamber of Commerce](#)
- 11.4. Informational Report on City Hall/Police Station Relocation to Napa Valley College Upper Valley Campus (Oral Report)
- Estimated start time: 7:15 p.m.
- CEQA Determination: Exempt
Prepared By: Preya Nixon, Asst. to the City Manager

12. NEW BUSINESS

- 12.1. Consideration and Proposed Approval of a Resolution Temporarily Waiving Sign Fees for Business Recovery.

139 - 142

Estimated start time: 7:25 p.m.

CEQA Determination: Exempt

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Staff recommends City Council approve the attached resolution.

[Staff Report - Pdf](#)

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

13.1.	<u>October City Council Meetings:</u> 10/26 (Staff reports due 10/8)
	<i>Presentation</i>
	10/25 Movember Proclamation
	<i>CONSENT:</i>
	Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)
	10/26 Acceptance of Donation from Fire Association
	10/26 Type 1 Engine Replacement
	10/26 Halloween Bike Ride Street closure on Oak
	<i>PH or OLD / NEW BUSINESS:</i>
	10/26 OB Report back on temporary pop up activity
	10/26 OB Integrated Pest Management Policy
	10/26 NBFY 2021-22 First Quarter Finance Report
	10/26 OB OTSH Request for loan deferral
	<u>November City Council Meetings:</u> 11/9 (Staff reports due 10/22) 11/23 (Staff reports due 11/5)
	<i>Presentation</i>
	Arbor Day Proclamation - PW
	<i>STAFF BRIEFING:</i>
	Move to November - Update on Waste Water Treatment Plant Upgrade Project (report every other month)
	<i>CONSENT:</i>
	11/23 Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)
	<i>PH or OLD / NEW BUSINESS:</i>
	11/9 Library Board Appointment
	11/9 Overview of General Plan Climate Action Initiatives

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for October 26, 2021, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on October 8, 2021.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

St. Helena, CA— The City of St. Helena is committed to public participation in City government in a manner that is consistent with guidance provided by the Napa County Public Health Official and

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

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

How to Watch or Listen to Council Meetings:

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

Watch Council Meeting by Joining the Zoom Meeting:

1. By Computer, Tablet, or Smart Phone:

1. Before joining the virtual City Council Meeting, it is highly encouraged that you download the Zoom App. To sign up for your own free account, visit zoom.us/signup and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.
2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: <https://zoom.us/join> and enter the **Meeting ID**
3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
4. For specific instructions for your device, go to: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

1. Listen Only by Telephone:

1. **Dial** the number listed on the Council Agenda.
2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participant 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.**

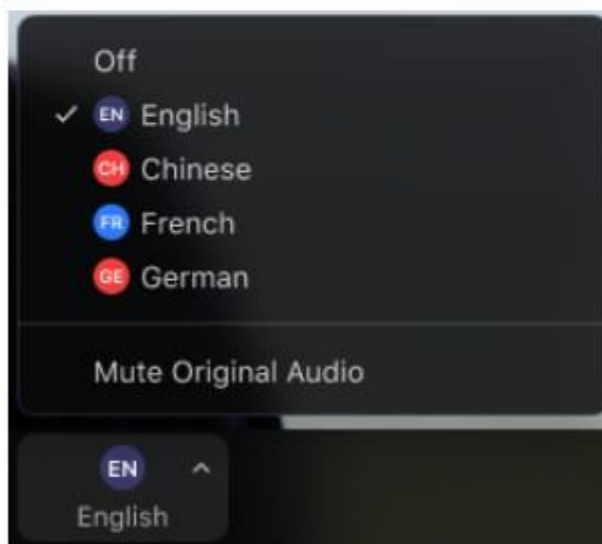
## Cómo escuchar la interpretación de un idioma



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



2. Haga clic en el idioma que desee escuchar.



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



1. En los controles de la reunión, toque ... Más.



2. Toque **Interpretación de idiomas**.

3. Toque el idioma que desee escuchar.



4. (Opcional) Toque el botón de alternancia **Silenciar audio original**.



5. Haga clic en **Finalizado**.

### **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](https://zoom.us/signup) e ingrese su dirección de correo electrónico. Recibirá un correo electrónico de Zoom ([no-reply@zoom.us](mailto: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](mailto: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](mailto: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 artículo 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 permiso.

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 la mano.

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.



## **CITY OF ST. HELENA PROCLAMATION**

### **Domestic Violence Awareness Month October 2021**

**WHEREAS**, NEWS, Domestic Violence and Sexual Abuse Services is commemorating 40 years of service to survivors of domestic violence in Napa County, having opened the first confidential safe house on October 5<sup>th</sup> 1981 and began providing safety to those escaping abuse; and

**WHEREAS**, every year since 1989, the United States Congress has proclaimed October as Domestic Violence Awareness Month, renewing our Country's commitment to standing against DV and meeting the needs of survivors; and

**WHEREAS**, domestic violence is a public health concern that impacts the well-being and success of individual community members, as well as the community as a whole. Data from the U.S. Center of Disease Control's National Intimate Partner and Sexual Violence Survey (NIPSVS) show that nearly 1 in 4 women and 1 in 9 men in the U.S. report experiencing severe physical violence from an intimate partner in their lifetime while nearly half of U.S. adults have experienced psychological aggression such as humiliating or controlling behaviors from their partner. Domestic violence can cause severe physical and emotional distress for survivors who are more likely to become suicidal and lose economic opportunities from the abuse. Children who witness abuse are likely to experience abuse themselves and are often used to control other family members which can have lifelong impacts on their mental health. Aside from the obvious physical and emotional trauma inflicted, domestic violence contributes to over 10% of all intentional violent deaths (not including suicide) and costs America over 8 billion dollars a year; and

**WHEREAS**, by observing October as Domestic Violence Awareness Month we show that our community is committed to supporting survivors and working toward the prevention of domestic violence among future generations; and

**WHEREAS**, in Fiscal Year 2019/20 NEWS provided services to over 1,500 of our Napa County community members, including 24 hour response, assistance with protective orders, safety and shelter, permanent housing, financial aid, support groups and children's services, for issues related to violence in the home; and

**NOW, THEREFORE LET IT BE RESOLVED THAT I**, Geoff Ellsworth, Mayor of the City of St. Helena, and the City Council Members of the City of St. Helena do hereby proclaim October, 2021 as "Domestic Violence Awareness Month", and encourage all residents of the City of St. Helena to honor domestic violence survivors and those who serve them during this month and throughout the year.

**IN WITNESS WHEREOF**, I do hereby set my hand, and cause the Seal of the City of City of St. Helena to be affixed this 12<sup>th</sup> day of October, 2021.

---

Geoff Ellsworth, Mayor  
City of St. Helena



## **CITY OF ST. HELENA PROCLAMATION**

### **National Friends of Libraries Week October 17-23, 2021**

**Whereas**, Friends & Foundation, St. Helena Public Library raises funds that enables our library to move from good to great -- providing the resources for programming, additional part-time staff, needed equipment, support for the library's various reading programs, and special events throughout the year; and

**Whereas**, the work of the Friends & Foundation highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all, from the very young to the more mature, to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present, helping lead to positive civic engagement and the betterment of our community; and

**Whereas**, the Friends & Foundation understand the critical importance of well funded libraries and encourage community support for the library along with advocating to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

**Now, therefore, be it resolved that** I, Geoff Ellsworth, Mayor of the City of St. Helena, along with the St. Helena City Council, proclaim October 17-23, 2021, as Friends of Libraries week in St. Helena and urge everyone to thank the Friends & Foundation for all they do to make our library and community so much better; and

**IN WITNESS WHEREOF**, I do hereby set my hand, and cause the Seal of the City of City of St. Helena to be affixed this 12<sup>th</sup> day of October, 2021.

---

Geoff Ellsworth, Mayor  
City of St. Helena



**MINUTES**  
**City of St. Helena**  
**Regular City Council Meeting**  
**Tuesday, September 28, 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:** Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

**Absent:** Mayor Geoff Ellsworth

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ADOPTION OF THE AGENDA**

**4.1 Adoption of the agenda**

Administrative Records Assistant Kami Garcia noted no new changes to the agenda.

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

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

**5. PUBLIC FORUM:**

Carlotta Sainato 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.

Regular City Council  
September 28, 2021

Acting City Attorney Christopher Diaz noted no reportable action was taken during the Special City Council Closed Session Meeting of September 28, 2021.

Vice Mayor Dohring requested staff bring back the topic of the Meadowood rebuild and City Attorney will review the Meadowood water agreement contract with the City of St. Helena for City Council at a later date for review and give direction on the contract. Direct staff to communicate with the County regarding the Meadowood project to ensure the City's ability to comment. Council Member Hall agreed.

**7. PRESENTATIONS AND PUBLIC RECOGNITIONS**

**7.1 Blue Zone Presentation by Joaquin Razo**

Blue Zone representative Joaquin Razo presented on the item.

**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 Quarterly Grant Report for FY 2021 Q4, for the period ending June 30, 2021  
(~~Staff report forthcoming~~ Provided 9-24-21)**

CEQA Determination: Not a CEQA project  
Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
Receive and file report.

**9.2 Consideration and proposed approval of Regular Meeting Minutes of  
September 14, 2021. (~~Minutes forthcoming~~ Provided 9-24-21)  
Prepared By: Cindy Tzafopoulos, City Clerk**

**9.3 Consideration of approval of a Resolution approving out-of-state travel for  
Dispatch/Records Supervisor Maria Gonzalez, to attend the 40 hour RIMSCON  
2021 Training in Stateline Nevada, from Monday, October 11, 2021 to Friday,  
October 15, 2021.**

CEQA Determination: Not a CEQA project  
Prepared By: Chris Hartley, Chief of Police  
Recommendation:  
Approve the attached resolution.

**9.4 Consideration and Approval of a Resolution approving a Memorandum of**

Regular City Council  
September 28, 2021

Understanding between the City of St. Helena and the St. Helena Unified School District Regarding Funding for a School Resource Officer through June 30, 2022.

CEQA Determination: Exempt  
Prepared By: Mark T. Prestwich, City Manager  
Recommendation:  
Staff recommends approval of the attached resolution.

- 9.5 Consideration and Proposed Approval of: (1) Amendment #1 to STH Contract: FY2022-003 with MariniT for an additional \$31,384.24 to provide Cyber Security and Network Monitoring services for a total not-to-exceed amount of \$201,466.62; (2) budget increase to 101-4320-2150 in an amount of \$23,538.15 and use of General Fund Reserves of the same; (3) budget increase to 561-4320-2150 in an amount of \$4,707.64 and use of Water Fund Balance of the same; (4) budget increase to 571-4320-2150 in an amount of \$3,138.45 and use of Wastewater Fund Balance of the same; and (5) authorizing the City Manager to execute Amendment #1 to STH Contract: FY2022-003.

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

Item 9.6 was removed from consent.

- 9.6 ~~Consideration and Proposed Approval of Resolution Authorizing Temporary Closure of Hunt Avenue Between November 22, 2021 and January 3, 2022 for St. Helena Chamber of Commerce Holiday Art Installation~~
- 9.7 Consideration and Proposed Approval of a Resolution Authorizing: (1) One-Time Employee Retention Payment in an amount of \$1,800 for current, full-time staff and \$500 for current, part-time staff; and (2) a budget increase to: 101-4000-2020 in an amount of \$133,900 and use of General Fund reserves of the same.

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Administrative Services Director  
Recommendation:  
Approve the attached resolution.

- 9.8 August 2021 Review and Forecasting of City Water Supply Availability

CEQA Determination: Exempt  
Prepared By: Martin Beltran, Management Analyst  
Recommendation:

Regular City Council  
September 28, 2021

Receive and file.

Council Member Eric Hall moved to approve Consent items 9.1 through 9.5 and 9.6 through 9.8. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

- 9.6 Consideration of Approval of Resolution Authorizing Temporary Closure of Hunt Avenue Between November 22, 2021 and January 3, 2022 for St. Helena Chamber of Commerce Holiday Art Installation

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Approve Resolution Authorizing Temporary Closure of Hunt Avenue Main Street and Railroad Avenue between November 22, 2021 and January 3, 2022.

City Manager Mark Prestwich reported on the item.

Amy Carabba, Stephanie Iacobacci and Michele Scott addressed the City Council.

Council Member Lester Hardy moved to approve the Resolution to authorize the Closure of Hunt Avenue. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

## **10. PUBLIC HEARINGS**

- 10.1 Public Hearing to report on activities related to the 723 Hunt Avenue Acquisition Project funded through the Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program grant No. 21-CDBG-HK-00001 and closeout of the project (Staff report forthcoming Provided 9-24-21)

Regular City Council  
September 28, 2021

CEQA Determination: Not a CEQA project  
Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
Complete Public Hearing.

Assistant Administrative Services Director Mandy Kellogg reported on the item.

The public hearing was opened, no public comment was received.

Our Town St. Helena representative Jennifer La Liberte addressed the City Council.

The public hearing was closed.

## **11. OLD BUSINESS**

### **11.1 Informational Presentation on CalPERS Investment Return for Fiscal Year 2020-21 and Impacts on City Finances (Presentation Forthcoming).**

CEQA Determination: Not a CEQA project  
Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
Receive and file.

Assistant Administrative Services Director Mandy Kellogg reported on the item prior to a presentation by GovInvest representative Ira Summer.

It was the consensus of the City Council for staff to bring back the item in a report and recommendation at a future meeting.

No public comment was received.

The report was received and filed.

Vice Mayor Dohring called for a 10-minute break and reconvened the meeting at 7:55 pm.

### **11.2 Quarter 1 Review of City of St. Helena 2021-22 Workplan Tasks**

CEQA Determination: Not a CEQA project  
Prepared By: Preya Nixon, Asst. to the City Manager  
Recommendation:  
Receive and file.

Regular City Council  
September 28, 2021

City Manager Mark Prestwich reported on the item.

No public comment was received.

It was the consensus of the City Council to receive and file the report.

11.3 In-person City Council, Boards, Commissions, and Committee Meetings  
Discussion

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaopoulos, City Clerk  
Recommendation:  
Discuss and provide direction.

City Manager Mark Prestwich reported on the item.

No public comment was received.

It was the consensus of the City Council to continue with the Zoom meeting platform until staff is relocated to Napa Valley College and add an experimental phone call reservation system for providing public comment as early as October 26, 2021.

**12. NEW BUSINESS**

12.1 Discussion and direction regarding a request from Council Member Hall to fly the POW flag beneath the California flag on the governmental flag pole in perpetuity.

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzaopoulos, City Clerk  
Recommendation:  
Discuss and provide direction to the City Manager.

City Manager Mark Prestwich reported on the item.

It was the consensus of the City Council for City Manager Mark Prestwich and the City Attorney to provide an amendment to the City flag policy regarding options and recommendations on changing the policy to accommodate this request.

No public comment was received.

Regular City Council  
September 28, 2021

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

13.1

|                                                                                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>October City Council Meetings:</b>                                                                                                                                                                                                              |  |
| <b>10/12 (Staff reports due 9/24)</b>                                                                                                                                                                                                              |  |
| <b>10/25 (Staff reports due 10/8)</b>                                                                                                                                                                                                              |  |
| <b>Presentation</b>                                                                                                                                                                                                                                |  |
| 10/12 – Sexual Violence Awareness Proclamation                                                                                                                                                                                                     |  |
| 10/12 October 17-23, 2021 National Friends of Libraries Week                                                                                                                                                                                       |  |
| <b>STAFF BRIEFING:</b>                                                                                                                                                                                                                             |  |
| Move to November - Update on Waste Water Treatment Plant Upgrade Project (report every other month)                                                                                                                                                |  |
| <b>CONSENT:</b>                                                                                                                                                                                                                                    |  |
| Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)                                                                                                          |  |
| Blue Zone support resolution                                                                                                                                                                                                                       |  |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                                                                                                                                   |  |
| 10/26 Business recovery - Direction was provided to City Manager Mark Prestwich to advance the initiatives presented and to schedule an informational item on the 21 temporary use permits that have been issued since the policy was established. |  |

**14. ADJOURNMENT**

Vice Mayor Dohring adjourned the meeting at 8:46 p.m.

The next Regular City Council meeting will be held on October 12, 2021.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Paul Dohring, Vice Mayor

\_\_\_\_\_  
Cindy Tzafopoulos, City Clerk





Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: CONSENT ITEMS**

**Subject:** Consideration and proposed approval of a resolution approving temporary closure of Oak Avenue between Adams Street and Tainter Street for the October 31, 2021, Halloween Costumed Bike Parade.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Andre Pichly, Parks & Recreation Director

**Reviewed By:** April Mitts, Administrative Services Director

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

The Halloween Costumed Bike Parade started in 2020 and is planned to be an annual event hosted by the St. Helena Parks & Recreation Department. The event is held on Halloween, October 31st of each year and is open to the community. The 1-mile parade begins and ends on Oak Avenue in front of the Carnegie Building.

**DISCUSSION**

In consideration for the benefits of this event to the community of St. Helena, staff recommends the City Council approve temporary closure of Oak Avenue between Adams Street and Tainter Street for the Halloween Costumed Bike Parade.

**FISCAL IMPACT**

While the fiscal impact is minimal, it does include costs for staff time for closures - estimated to be less than \$500.

**RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena adopt the attached Resolution.

**ATTACHMENTS**

[Resolution 2021- RESO Halloween Bike Parade v2](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2021-\_\_**

**RESOLUTION (1) APPROVING TEMPORARY CLOSURE OF OAK AVENUE  
BETWEEN ADAMS STREET AND TAITER STREET FOR THE OCTOBER  
31, 2021, HALLOWEEN COSTUMED BIKE PARADE**

**RECITALS**

- A. The St. Helena Recreation Department has requested temporary closure of Oak Avenue between Adams Street and Tainter Street for the October 31, 2021, Halloween Costumed Bike Parade;
- B. Closure of City streets in the area will provide a designated space for Halloween Bike Parade participants to safely gather before and after the parade;
- C. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

**RESOLUTION**

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

- 1. The City Council finds that the benefits derived from the temporary closing of portions of City streets for the Halloween Bike Parade outweigh the anticipated inconvenience to the neighborhood and citizens generally, and authorize closure of:
  - Oak Avenue between Adams Street and Tainter Street on October 31, 2021, from 6:00 a.m. to 6:00 p.m.
- 2. Temporarily closing a portion of the subject streets is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.
- 3. The City insurance policy covers this event at no additional cost to the City.
- 4. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting of the St. Helena City Council on October 26, 2021, by the following vote:

|                                |       |
|--------------------------------|-------|
| <b>Mayor Ellsworth:</b>        | _____ |
| <b>Vice Mayor Dohring:</b>     | _____ |
| <b>Councilmember Chouteau:</b> | _____ |
| <b>Councilmember Hall:</b>     | _____ |
| <b>Councilmember Hardy:</b>    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk



Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: CONSENT ITEMS**

**Subject:** Consideration and Proposed Approval of a Resolution Accepting a Donation from the St. Helena Fire Department Association in an Amount of \$217,729.01 to be used towards the purchase of a new Type 1 Engine.

**CEQA Determination:** Not a CEQA project

**Prepared By:** April Mitts, Administrative Services Director

**Reviewed By:** Mark T. Prestwich, City Manager

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

In accordance with the City of St. Helena Fire Department vehicle replacement schedule, Type 1 pumpers and ladder trucks are to be replaced after 20 years of service. Type 3 engines and brush vehicles are to be replaced after 15 years of service due to their extreme use locally and during strike teams. In 1996, the City of St. Helena purchased a Pierce Type 1 frontline pumper, currently designated as Engine 317.

Additionally, the St. Helena Volunteer Fire Department Association (Association) has purchased the current Type 3 engine (Engine 417), Type 6 brush vehicle (Brush 17), and retrofitted the 1998 Water Tender (Water Tender 17) for a total investment of approximately \$768,000. All three items were purchased directly by the Association and donated to the City of St. Helena.

An engine replacement committee was formed by the St. Helena Fire Department members to discuss the purchase of a new Type 1 main pumper engine to replace the 26-year-old Engine 317. The price of the new engine is approximately \$812,000.

The Association would like to make a donation of \$217,729.01 to the City to offset the purchase of a new Type 1 engine.

**DISCUSSION**

In accordance with City Council Policy P-FI-0020 Donation Policy (Attachment 1), this type of donation is considered a designated donation (Section 5) and, based on the value being over \$10,000, the Mayor and Vice Mayor are responsible to review the conditions of any designated donation, and make any recommendations to the full Council.

In accordance with P-FI-0020, Section 3 the following must be considered:

1. Designated donations may only be accepted when they have a purpose consistent with the City's strategic goals and objectives and are in the best interests of St. Helena.
2. The City must always consider public trust and comply with all applicable laws when accepting donations.
3. Consideration of future expenditures that may be required for use and maintenance of the donation.

The proposed donation includes the condition that remaining costs associated with acquisition of the Type 1 Engine are covered by the City of St. Helena, including future maintenance costs. Maintenance costs for all Fire Department Engines/Equipment are included annually in the adopted operations budget. Due to the age of the current Type 1 engine, if this engine is replaced it is anticipated near-term maintenance costs will decrease by approximately \$16,000 per year as the new engine will be under warranty and will only require routine maintenance initially. Over the past two years, approximately \$40,000 has been spent annually in maintenance costs for E317. Of that amount, approximately \$32,000 of the costs were for repairs that had to be made to keep the engine in service and Department of Transportation (DOT) and National Fire Protection Association (NFPA) compliant.

Should the donation be accepted, it is recommended the remaining costs to purchase the Type 1 Engine utilize funds available in the Fire Capital Equipment Replacement Fund and the Public Safety Impact Fee Fund. The Fire Capital Equipment Replacement Fund is designated to account for funds set aside for future replacement costs and maintenance costs of Fire Department Equipment. Funds are received from Fire Department Strike Team use of fire apparatus and equipment during Strike Team Incidents. There is currently a balance of \$615,000 in this fund and the recommendation is to utilize \$500,000 from this fund. The Public Safety Impact Fee Fund accumulates revenues from fees on building permits and is to be used solely for equipment and facilities costs for the Police and Fire Departments. The approved Impact Fee Study allows for 11.6% of the total cost of a Type 1 Engine to be paid for utilizing the Public Safety Impact Fee Fund. There is currently a balance of \$535,000 in this fund and the recommendation is to use \$94,182 from this fund.

The Mayor and Vice Mayor recommend acceptance of the Association donation.

**FISCAL IMPACT**

The fiscal impact to the City is receipt of a donation in the amount of \$217,729.01 to be used towards the purchase of a new Type 1 Engine with the remaining costs of \$594,182 being paid for utilizing \$500,000 from the Fire Department Equipment Replacement Fund and \$94,182 from the Public Safety Impact Fee Fund - both have adequate balances for this purchase. The authorization for the purchase of the vehicle will be brought to City Council at a future meeting .

**RECOMMENDED ACTION**

Approve the attached resolution accepting the donation.

**ATTACHMENTS**

[Attachment 1 - P-FI-0020 Acceptance of Donations to the City](#)

[Attachment 2 - Donation Acceptance Form Fire Department Association](#)

[Attachment 3 - Resolution Fire Department Association Donation Acceptance](#)

|                                                                                   |                                                       |                                               |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------|
|  | <b>City of St. Helena</b><br><b>Policy</b><br>Finance | Policy<br><b>Donation Policy</b><br>P-FI-0020 |
|                                                                                   |                                                       | Page 1 of 9                                   |

|                                                                                          |                     |                            |            |
|------------------------------------------------------------------------------------------|---------------------|----------------------------|------------|
| <b>Title:</b><br><b>Acceptance of Donations<br/>and Charitable Gifts to the<br/>City</b> |                     | <b>Policy #</b>            | P-FI-0020  |
|                                                                                          |                     | <b>Revision #</b>          | Release    |
|                                                                                          |                     | <b>Implementation Date</b> | 2020-11-25 |
|                                                                                          |                     | <b>Last Update Date</b>    | 2020-11-24 |
| <b>Approval by City Council</b>                                                          | Resolution 2020-118 | <b>Date Approved</b>       | 2020-11-24 |

### **I. Purpose, Overview, and Scope of this Policy**

The purpose of this Policy (the “Donation Policy”) is to establish a policy that is consistent with the City’s strategic goals for accepting donations in a transparent and accountable manner from individuals, community groups, and businesses wishing to make donations to the City. This policy establishes uniform criteria and procedures to guide the review and acceptance of such donations, confirm the City has adequate resources to administer such donations, and ensure that the City appropriately acknowledges the generosity of the donor. The City may accept or reject any gift or donation.

This policy does not replace reportable gift reporting as required under the Political Reform Act as outlined in California Government Code sections 91000-91014. The Fair Political Practices Commission (FPPC) requires all public officials and reporting employees to file a “Conflict of Interest Statement,” known as Form 700. Nor does this Policy replace City Council Standards of Conduct as adopted in the *City Council Rules of Procedure for the Conduct of Council Meetings and Standard of Conduct*.

### **II. Authority**

Updates to this policy require City Council approval.

### **III. Policy**

#### **1. DEFINITIONS.**

- A. City or City of St. Helena shall mean and include the City of St. Helena, and any other affiliated agency created or activated by the City of St. Helena City Council, and any departments, boards and commissions thereof.
- B. City Manager means the City Manager or their designee.
- C. City Official shall mean every elected official, officer, agent, and employee of the City who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under state law or the City’s current conflict of interest code.
- D. City Venue shall mean and refer to any facility owned, controlled, or operated by the City.

P-FI-0020

|                                                                                   |                                                                                            |                                                                                    |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p style="text-align: center;">Policy<br/><b>Donation Policy</b><br/>P-FI-0020</p> |
|                                                                                   |                                                                                            | <p style="text-align: center;"><b>Page 2 of 9</b></p>                              |

- E. Designated Donation shall mean monetary donations whose expenditure is restricted to a Donor-specified purpose, which may identify a particular City department, program, project, or other purpose as the beneficiary of the donation. For example: such donations may include the funds directed to support a public art initiative or support construction of a skate park.
- F. Donation or Gift shall mean a monetary contribution, personal property, real property, equipment, or any other asset that the City has accepted and for which the donor has not received any legal consideration in return. For the purposes of this Policy, the terms “donation” and “gift” shall be synonymous.
- G. Donor shall mean a person or legal entity that proposes to provide a donation to the City.
- H. Endowment shall mean monetary donations that are restricted by the respective donor to the extent that only earnings, and not principal, may be expended by the City for the donor’s designated or intended purposes. Such donations are restricted donations in the sense that the donor-specified purpose is to preserve the corpus of the initial donation.
- I. FPPC shall mean and refer to the California Fair Political Practices Commission.
- J. Memorial is an item, object, or monument established to preserve the memory of a deceased person(s) or an event that occurred in the past.
- K. Tribute shall mean an item, object, or gift designated to acknowledge the contributions of living people to society.
- L. Undesignated Donation shall mean a donation made to the City by a donor without limitations or restrictions being placed upon its use.

## 2. TYPES OF DONATIONS.

- A. Donations may be offered in the form of cash, real or personal property, or in-lieu contributions.
- B. Designated donations are those donations that the donor specified for a particular City department, location, or purpose.
- C. Undesignated donations are those donations that are given to the City for an unspecified use.

## 3. CONSISTENCY WITH CITY INTERESTS AND CONSIDERATIONS

- A. Designated donations may only be accepted when they have a purpose consistent with the City’s strategic goals and objectives and are in the best interests of St. Helena.

P-FI-0020

|                                                                                   |                                                                               |                                                                       |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|  | <p align="center"><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p align="center">Policy<br/><b>Donation Policy</b><br/>P-FI-0020</p> |
|                                                                                   |                                                                               | <p align="center"><b>Page 3 of 9</b></p>                              |

- B. The City must always consider the public trust and comply with all applicable laws when accepting donations.
- C. Before accepting a donation, consideration will be taken for the initial and future expenditures that may be required for use and maintenance of the donation. The City Manager will quantify the costs associated with both restricted and unrestricted donations before a donation is accepted. For example, possible clean-up costs of hazardous materials will be considered before real property is accepted.

#### 4. ACCEPTANCE OF UNDESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS.

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine whether the donation is consistent with the requirements of this Policy and if the benefits to be derived warrant acceptance of the donation. The following are the threshold amounts for donation acceptance.

- A. Offers of donations of cash or items valued at \$1,000 or below may be considered for acceptance by a Department Director.
- B. Offers of donations of cash or items valued more than \$1,000 and up to \$10,000 may be considered for acceptance by the City Manager.
- C. Offers of donations of cash or items valued more than \$10,000 must be considered for acceptance by the City Council. Donations valued at more than \$10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council. The required written agreement may be incorporated into another agreement, such as a development agreement, if the donation is made as part of a proposed development or project. The Mayor and Vice Mayor shall review such offers of donation and provide a recommendation to the City Council.
- D. Offers of donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, department, or the City shall be made available to benefit all employees.
- E. Offers of donations of wine and other alcoholic beverages shall be inventoried and placed in the City's wine cellar for use at City-sponsored events or used for charitable purposes as authorized by the City Manager.

#### 5. ACCEPTANCE OF DESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS.

P-FI-0020

|                                                                                   |                                                       |                                        |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------|
|  | <b>City of St. Helena</b><br><b>Policy</b><br>Finance | Policy<br>Donation Policy<br>P-FI-0020 |
|                                                                                   |                                                       | Page 4 of 9                            |

Based on the value of the donation offer as outlined in Section 4, appropriate City staff or the Mayor and Vice Mayor as provided in Section 4(C), will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:

- A. Consideration of whether an immediate or initial expenditure is required in order to accept the donation.
- B. The potential and extent of the City's obligation to maintain, match, or supplement the donation.

**6. ACKNOWLEDGEMENT AND ACCOUNTING OF DONATIONS.**

- A. For all donations provided to the City under \$10,000, a Donations Acceptance Form is required to be completed by the receiving Department Director, the Finance Department, or the City Manager's Office in accordance with Section 4 (A) and Section 4 (B) of this Policy (form attached). The City Manager will acknowledge all donations by signing the designated space on the Donations Acceptance Form.
- B. The City of St. Helena Finance Department is responsible for providing for the deposit and financial administration of any donation to the City. If necessary, the Finance Department shall track the proposed use of any such donation and shall maintain separate records of accounts showing receipts and disbursements if the donation is restricted.
- C. A copy of the Donation Acceptance Form will be forwarded to donors by the receiving department and to the Finance Department.
- D. Donations over \$10,000 must be accepted by the City Council in accordance with Section 4 (C) of this Policy.
- E. The Donor Acceptance Form, including donor names and donation amounts, are public information subject to disclosure pursuant to the California Public Records Act.

**7. DECLINED DONATIONS.**

- A. The City of St. Helena reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined at the sole discretion of the City to not be in the best interest of the City.

P-FI-0020

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|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|  | <p align="center"><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p align="center">Policy<br/><b>Donation Policy</b><br/>P-FI-0020</p> |
|                                                                                   |                                                                               | <p align="center"><b>Page 5 of 9</b></p>                              |

#### 8. DISTRIBUTION OF DONATION.

- A. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
- B. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City department.
- C. Donations of cash for undesignated donations under \$5,000 will be deposited into the City's General Fund Other Revenue account. Undesignated donations in an amount of \$5,000-\$25,000 will be designated to the Non-Profit Grant Program. Undesignated donations in an amount over \$25,000 will be distributed at the direction of City Council.

#### 9. DISPOSITION

Unless restricted otherwise in writing, the City may keep, sell, or dispose of a donation.

#### 10. DISSEMINATION OF INFORMATION.

- A. A copy of each Donation Acceptance Form for accepted donations shall be forwarded to the Finance Department and the designated department for which the donations was assigned.
- B. Accepted donations above \$5,000 shall be reported to the City Council in the Grant Report presented each quarter at a City Council meeting.
- C. Each original Donation Acceptance Form shall be maintained by the City Clerk's Office.

#### 11. DONATIONS AS CHARITABLE CONTRIBUTIONS

- A. When Qualified
  - i. A donation to the City may be tax deductible as a charitable contribution if the donation is made exclusively for a public purpose as described in the IRS Code at 26 U.S.C. § 170(c)(1).
  - ii. The City does not provide legal, accounting, tax, or other such advice to donors. Each donor is ultimately responsible for ensuring the donor's proposed donation meets and furthers the donor's charitable,

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|  | <p align="center"><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p align="center">Policy<br/><b>Donation Policy</b><br/>P-FI-0020</p> |
|                                                                                   |                                                                               | <p align="center"><b>Page 6 of 9</b></p>                              |

financial, and estate planning goals. As such, each donor is encouraged to meet with a professional advisor before making any donation to the City.

- iii. The City Manager will provide donors whose donations are accepted with a written statement that includes the following information required by the Internal Revenue Code 1.170A-13 and as described in IRS Charitable Contributions, Substantiation and Disclosure Requirements, Publication 1771. The City will not make a determination of whether the donation is tax deductible.
  - 1. Name of donor/Name of organization
  - 2. The amount of cash contribution
  - 3. A description (but not the value) of non-cash contribution
  - 4. Date of receipt
  - 5. A statement that no goods or services were provided by the City in return for the contribution/donation, if that was the case
  - 6. A description and good faith estimate of the value of goods or services, if any, that the City provided in return for the contribution/donation

#### 12. ACCEPTANCE OF GIFTS TO EMPLOYEES AND/OR ELECTED OFFICIALS OF THE CITY.

- A. Employees and officials of the City are required to be objective and fair in dealing with the public and persons or firms doing business with the City. Employees shall not solicit or accept gifts or gratuities for the performance of their City job responsibilities.
- B. No City official or employee shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the official or employee knows, or has reason to know is being offered:
  - i. For the purpose of improperly obtaining or rewarding favorable treatment;
  - ii. With interest to influence the official or employee in the discharge of official duties;
  - iii. In consideration of having exercised official powers or performed official duties.
- C. Anonymous gifts shall be delivered to the City Manager or designee for appropriate disposition.

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|                                                                                   |                                                                |                                                        |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
|  | <p><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p>Policy<br/><b>Donation Policy</b><br/>P-FI-0020</p> |
|                                                                                   |                                                                | <p><b>Page 7 of 9</b></p>                              |

- D. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of St. Helena. All such gifts to the City shall be forwarded to the City Manager for compliance with this Policy whenever possible; the City Manager or designee will ensure that all such gifts are disposed of accordingly. An example of such gifts would be those received during holiday periods.

**IV. Forms**

- A. City of St. Helena, California Donation Acceptance Form
- B. City of St. Helena, California Donation and Gift Policy Acknowledgement

|                                                                                   |                                                                               |                                                                |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------|
|  | <p align="center"><b>City of St. Helena</b><br/><b>Policy</b><br/>Finance</p> | <p align="center">Policy<br/>Donation Policy<br/>P-FI-0020</p> |
|                                                                                   |                                                                               | <p align="center">Page 8 of 9</p>                              |

**CITY OF ST. HELENA - DONATION ACCEPTANCE FORM**

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Donation: \_\_\_\_\_

\_\_\_\_\_

Donor estimate of current value: \_\_\_\_\_

Potential immediate/initial acquisition or installation cost, on-going maintenance or replacement cost:

\_\_\_\_\_

Intended use: \_\_\_\_\_

\_\_\_\_\_

Conditions of acceptance or donor designation: \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Department receiving donation: \_\_\_\_\_

APPROVED ☐      DISAPPROVED ☐

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date Submitted to Council

\_\_\_\_\_  
Date Approved by Council/Resolution No.

P-FI-0020

|                                                                                   |                                                                  |                                                      |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------|
|  | <p><b>City of St. Helena</b><br/> <b>Policy</b><br/> Finance</p> | Policy<br><b>Donation Policy</b><br><b>P-FI-0020</b> |
|                                                                                   |                                                                  | <b>Page 9 of 9</b>                                   |

**CITY OF ST. HELENA - DONATION AND GIFT POLICY ACKNOWLEDGEMENT**

I have received and read the City of St. Helena Donation and Gift Policy P-FI-0020 and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

\_\_\_\_\_  
Employee (PRINT name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

P-FI-0020

|                                                                                   |                                                       |                                               |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------|
|  | <b>City of St. Helena</b><br><b>Policy</b><br>Finance | Policy<br><b>Donation Policy</b><br>P-FI-0020 |
|                                                                                   |                                                       | Page 1 of 1                                   |

CITY OF ST. HELENA - DONATION ACCEPTANCE FORM

Name of Donor: St. Helena Fire Department Association

Address: PO Box 266 City: St. Helena State: CA Zip: 94574

Description of Donation: Cash donation towards the purchase of New  
Pierce Type 1 Fire Engine

Donor estimate of current value: \$217,729.01

Potential immediate/initial acquisition or installation cost, on-going maintenance or replacement cost:

Total acquisition costs of Type 1 - \$811,910.64

Intended use: Purchase of new Type 1 Fire Engine

Conditions of acceptance or donor designation: To be used only for purchase of fire engine.

Remarks: \_\_\_\_\_

City Department receiving donation: St. Helena Fire Department

APPROVED ☐ DISAPPROVED ☐

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

10/12/21

Date Submitted to Council

\_\_\_\_\_  
Date Approved by Council/Resolution No.

P-FI-0020

**CITY OF ST. HELENA**  
**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA  
AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE ST.  
HELENA FIRE DEPARTMENT ASSOCIATION IN THE AMOUNT OF  
\$217,729.01 TO BE USED TOWARDS THE PURCHASE OF A NEW TYPE 1  
ENGINE.**

**RECITALS**

- A. WHEREAS; in accordance with the City of St. Helena Fire Department vehicle replacement schedule, Type 1 pumpers and ladder trucks are to be replaced after 20 years of service and due to their extreme use, Type 3 engines and brush vehicles are to be replaced after 15 years of service.
- B. WHEREAS; in 1996, the City of St Helena purchased a Pierce Type 1 frontline pumper, currently designated as Engine 317.
- C. WHEREAS; the St. Helena Fire Department Association (Association) has purchased the current Type 3 engine, type 6 brush vehicle and retrofitted the current water tender for approximately \$768,000.00. All purchased directly by the St Helena Fire Department Association and donated to the City of St. Helena.
- D. WHEREAS; an engine replacement committee was formed by the St. Helena Fire Department members to discuss the purchase of a new Type 1 main pumper engine to replace the 26-year-old Engine 317. The price of the new engine is \$811,910.64.
- E. WHEREAS; the Association would like to make a donation in the amount of \$217,729.01 to the City to go towards the purchase of a new Type 1 Engine.
- F. WHEREAS; in accordance with City Council Policy *P-FI-0020 Donation Policy*, this is considered a designated donation and, based on the value being over \$10,000, the Mayor and Vice Mayor have made the recommendation to the full City Council for acceptance of the donation.

**RESOLUTION**

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

1. The City Council accepts the donation in the amount of \$217,729.01 from the St. Helena Fire Department Association to go towards the purchase of a new Type 1 Fire Engine; and
2. In accordance with City Council Policy P-FI-0020 Donation Policy this resolution serves as the written agreement accepting the donation.

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk





Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: OLD BUSINESS**

**Subject:** Consideration and approval of an updated funding agreement with the State of California Department of Water Resources for the Comprehensive Flood Control Protection and Flood Corridor Restoration Project.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Ethan Walsh, City Attorney

**Reviewed By:** Mark Rincon-Ibarra, Public Works Director and City Engineer

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

As part of the City of St. Helena's Comprehensive Flood Protection and Flood Corridor Restoration Project (the "Project"), the City applied for and received a grant (SAP Contract No. 4600009016) from the State Department of Water Resources ("DWR") through Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (the "Grant") to assist in the completion of the Project. The Project, which has now been completed, mitigates flooding through the restoration and re-establishment of the natural floodplain along the Napa River within the areas covered by the Project. The Project included the construction of setback levees and overflow basins for transitory storage, and also re-created and restored the natural floodway with a high quality riparian forest and fish and terrestrial wildlife habitat along the Napa River shoreline.

As a condition of the Grant, DWR required that the City establish a conservation easement to conserve and preserve the completed Project in perpetuity. The conservation easement has been finalized by staff and submitted for separate consideration by Council at this meeting. The approval and recordation of the conservation easement is required to complete the City's obligations under the grant, and receive the final disbursement of grant funding from DWR of \$237,148.00.

**DISCUSSION**

In discussions between the City and DWR regarding the Conservation Easement and close out of the Grant, DWR staff noted that the original grant agreement expired in 2014 before the scope of work for the Grant was completed, and has requested that the City and DWR enter into an updated Funding Agreement in order to allow valid release of the grant retention of \$237,148.00. This Agreement does not change the terms of the Grant or impose any new obligations on the City. It only updates the deadlines for completion of the scope of work and requesting of funds by the City to December 31, 2021 and June 30, 2022, respectively. This is an administrative amendment to allow for property release of the retention by DWR.

**FISCAL IMPACT**

Approval of the funding agreement is required by DWR in order for the City to receive the final disbursement of \$237,148.00 under the Grant. The City cannot receive this final disbursement unless and until the updated funding agreement is approved

**RECOMMENDED ACTION**

Approve the attached Resolution Approving an Updated Funding Agreement between the State of California Department of Water Resources and the City of St. Helena for the St. Helena Flood Protection and Ecosystem Restoration Project.

**ATTACHMENTS**

[Resolution Approving Updated Funding Agreement for Flood Control Project-c1](#)  
[St Helena Updated Funding Agreement-c1](#)  
[Exhibits A and B 1-3-c1](#)  
[Exhibit C Terrace B Interpretive Trail Site Plan-c1](#)

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN UPDATED FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CITY OF ST. HELENA FOR THE ST. HELENA FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT**

**WHEREAS**, as part of the City's St. Helena Comprehensive Flood Protection and Flood Corridor Restoration Project (the "Project"), the City applied for and received a grant (SAP Contract No. 4600009016) from the State Department of Water Resources ("DWR") through Proposition 84, the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to assist in the completion of the Project (the "Grant"); and

**WHEREAS**, the Project, which has now been completed, provides flood damage reduction through the restoration and re-establishment of the natural floodplain along the Napa River within the areas covered by the Project. The Project included the construction of setback levees and overflow basins for transitory storage, an also re-created and restored the natural floodway with a high quality riparian forest and fish and terrestrial wildlife habitat along the Napa River shoreline; and

**WHEREAS**, as a condition of the Grant, DWR required that the City establish a conservation easement to conserve and preserve the completed Project in perpetuity, and to insure the continued management and use of the property covered by the conservation easement as a floodway corridor for floodwater conveyance from the Napa River as well as for fish and wildlife habitat enhancement and preservation purposes; and

**WHEREAS**, the City is in the process of finalizing a conservation easement to be granted to the Napa County Land Trust consistent with the terms of the Grant, and upon recordation of the conservation easement the City will have fulfilled all its obligations under the terms of the Grant and will be in a position to close out the grant and receive the final disbursement of grant funds from DWR in the amount of \$237,148.00; and

**WHEREAS**, in discussions with DWR staff regarding the close out of the Grant, DWR requested that the City enter into a new funding agreement for the Grant, as the original grant agreement expired in 2014 before the full scope of work under the Grant was completed; and

**WHEREAS**, the proposed funding agreement updates the terms of the original agreement to change the deadline for completion of the scope of work under the grant

and the deadline for requesting of funds under the grant to December 31, 2021 and June 30, 2022, respectively, and all other terms remain the same;

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

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

**SECTION 2.** The City Council of the City of St. Helena hereby approves the Funding Agreement between the State of California Department of Water Resources and the City of St. Helena for the St. Helena Flood Protection and Ecosystem Restoration Project in substantially the form provided in the agenda materials for this Resolution, and authorizes the City Manager to execute the Agreement and any additional documentation as necessary to carry out the City's obligations pursuant to the Funding Agreement.

Approved at a Regular Meeting of the St. Helena City Council on October 12, 2021, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulos, City Clerk

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

**Agreement Number: XXXXXXXXXX**

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
THE CITY OF ST. HELENA

FOR THE  
**ST. HELENA FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT**

A PART OF THE FLOOD CORRIDOR PROGRAM

UNDER PROPOSITION 84, SAFE DRINKING WATER, WATER QUALITY AND  
SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF  
2006

**STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND  
THE CITY OF ST. HELENA  
UNDER THE FLOOD CORRIDOR PROGRAM**

**THIS AGREEMENT** is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and the City of St. Helena, a Municipal Agency in the State of California (hereinafter called the Funding Recipient), for the St. Helena Flood Protection and Ecosystem Restoration Project (Project), duly organized, existing, and acting pursuant to the laws thereof.

The Parties agree as follows:

**SECTION 1 PURPOSE OF AGREEMENT**

State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Funding Recipient to assist in financing the St. Helena Flood Protection and Ecosystem Restoration Project (Project) pursuant to Public Resources Code section 5096.800 et seq. This Agreement continues the management and administration of a Flood Corridor Program (FCP) grant pursuant to Agreement No. 4600009016 and subsequent amendments which expired on April 4, 2014 (Prior Agreement).

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Scope of Work (Exhibit C) and Budget (Exhibit D).

**SECTION 2 TERM OF AGREEMENT**

The term of this Funding Agreement begins on the date this Grant Agreement is executed by the state. Unless otherwise terminated or amended as provided in this Agreement, all work shall be completed by December 31, 2021, and no funds may be requested after June 30, 2022. The Agreement execution date is the date the State signs this Funding Agreement indicated on page 13.

**SECTION 3 PROJECT COSTS**

The reasonable cost of the Project is estimated to be \$30,725,553.00 under this Agreement.

**SECTION 4 FUNDING AMOUNT**

The maximum amount payable by the State under this Agreement shall not exceed \$2,371,481.00.

Previously, the Funding Recipient invoiced \$2,371,481.00 of reimbursable expenditures under the Prior Agreement. From the invoiced reimbursable expenditures \$2,134,333.00 was disbursed to the Funding Recipient and \$237,148.00 was withheld as retention. This Agreement is being executed to allow valid release of retention under an effective agreement since the Prior Agreement expired in 2014 before the scope of work was completed.

## **SECTION 5 FUNDING RECIPIENT COST SHARE**

Funding Recipient agrees to fund the difference between the actual Total Project Cost, as estimated in Exhibit D, and the amount specified in Paragraph 4, if any. Cost Share consists of Funding Match of non-federal and non-State funds as documented in Exhibit D; see Exhibit G for guidance. Funding Recipient is required to provide a minimum Funding Match of 10% of the Total Project Cost. Funding Recipient's required funding match was estimated to be \$28,354,072.00 as stated within the Prior Agreement

## **SECTION 6 BASIC CONDITIONS**

State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:

- A. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports."
- B. Funding Recipient submits all deliverables as specified in Paragraph 12 of this Funding Agreement and in Exhibit C.

## **SECTION 7 DISBURSEMENT OF FUNDS**

State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

## **SECTION 8 ELIGIBLE PROJECT COST**

Funding Recipient shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit D. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2009, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Operation and maintenance costs, including post construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of a project
- D. Establishing a reserve fund.
- E. Purchase of water supply
- F. Monitoring and assessment costs for efforts required after project construction is complete.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

## **SECTION 9 METHOD OF PAYMENT**

After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" or an electronic invoice certified and transmitted via DocuSign for costs incurred or an electronic invoice, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such

deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit D. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5, "Funding Recipient Cost Share."
  - v. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to DWR's Project Manager as stated in Section 18, or an electronic signature certified and transmitted via DocuSign from authorized representative to DWR's Project Manager at [Chelsea.Spier@water.ca.gov](mailto:Chelsea.Spier@water.ca.gov)

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

## **SECTION 10 WITHHOLDING OF DISBURSEMENTS BY STATE**

If State determines that a project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

## **SECTION 11 DEFAULT PROVISIONS**

Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
- C. Failure to operate or maintain project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## **SECTION 12 SUBMISSION OF REPORTS**

The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than 120 days after execution, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- B. Project Completion Reports: Funding Recipient shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit C. Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

## **SECTION 13 OPERATION AND MAINTENANCE OF PROJECT**

For the useful life of construction and implementation projects and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be

performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, “Default Provisions.”

#### **SECTION 14 MAINTENANCE OF PROPERTY OWNED IN FEE**

Within their respective ownership of land rights, the Grantee agrees to use, manage, and maintain the property acquired, developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities will be outlined in the final conservation easement. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property acquired as discussed in Exhibit A, Standard Terms, and A.17 Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

#### **SECTION 15 NOTIFICATION OF STATE**

Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State’s representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a

qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

- D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition A.18, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

## **SECTION 16 NOTICES**

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

## **SECTION 17 PERFORMANCE EVALUATION**

Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.

## **SECTION 18 PROJECT REPRESENTATIVES**

The Project Representatives during the term of this Funding Agreement are as follows:

|                                  |                                     |
|----------------------------------|-------------------------------------|
| Department of Water Resources    | Mark Rincon-Ibarra                  |
| Chelsea Spier c/o James Williams | Public Works Director/City Engineer |
| State of California              | City of St. Helena                  |
| Department of Water Resources    | 1572 Railroad Avenue                |
| Flood Corridor Program           | St. Helena, California 94574        |
| 770 Fairmont Avenue              |                                     |
| Glendale, CA 91203               |                                     |

Direct all inquiries to the Project Manager:

|                                  |                                     |
|----------------------------------|-------------------------------------|
| Department of Water Resources    | Mark Rincon-Ibarra                  |
| Chelsea Spier c/o James Williams | Public Works Director/City Engineer |
| State of California              | City of St. Helena                  |
| Department of Water Resources    | 1572 Railroad Avenue                |
| Flood Corridor Program           | St. Helena, California 94574        |
| 770 Fairmont Avenue              |                                     |
| Glendale, CA 91203               |                                     |

Either party may change its Project Representative or Project Manager upon written notice to the other party.

## **SECTION 19 STANDARD PROVISIONS AND INTEGRATION**

This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Standard Terms
- Exhibit B – Project Location
- Exhibit C – Scope of Work
- Exhibit D – Budget
- Exhibit E – Funding Recipient Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

**IN WITNESS WHEREOF**, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

**FUNDING RECIPIENT  
THE CITY OF ST. HELENA**

By:

\_\_\_\_\_  
Mark Prestwich  
City Manager, City of St. Helena

Date: \_\_\_\_\_

**STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES**

By:

\_\_\_\_\_  
Jeremy Arrich  
Chief, Division of Flood Management

Date: \_\_\_\_\_

Approved as to Legal Form and Sufficiency

By:

\_\_\_\_\_  
Robin E. Brewer, Assistant Chief Counsel

Date: \_\_\_\_\_

EXHIBIT A  
STANDARD TERMS

A.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

A.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

A.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.

A.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

A.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Section 11 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved

for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- A.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- A.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- A.8. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Section 11.
- A.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
  - A. The Grantee 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 Family Code section 5200 et seq.; and
  - B. The Grantee, 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.
- A.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- A.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- A.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- A.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State 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. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** 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. 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 twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- A.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- A.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a

current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- A.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- A.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- A. Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
  - B. Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- A.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been

completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

A.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit C (Work Plan) and in accordance with Project Exhibit D (Budget) and Exhibit E (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, and amendments filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

A.20. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

A.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

A.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or

subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- A.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- A.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- A.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- A.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- A.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- A.28. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- A.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- A.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- A.31. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- A.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- A.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- A.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- A.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- A.36. RETENTION: Except for funds deposited into a State-approved escrow account, the State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- A.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- A.38. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- A.39. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- A.40. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- A.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- A.42. TERMINATION FOR CAUSE: Subject to the right to cure under Section 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Section 11.
- A.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- A.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- A.45. TIMELINESS: Time is of the essence in this Funding Agreement.
- A.46. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to

this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:

- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- A.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- A.48. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT B  
PROJECT LOCATION

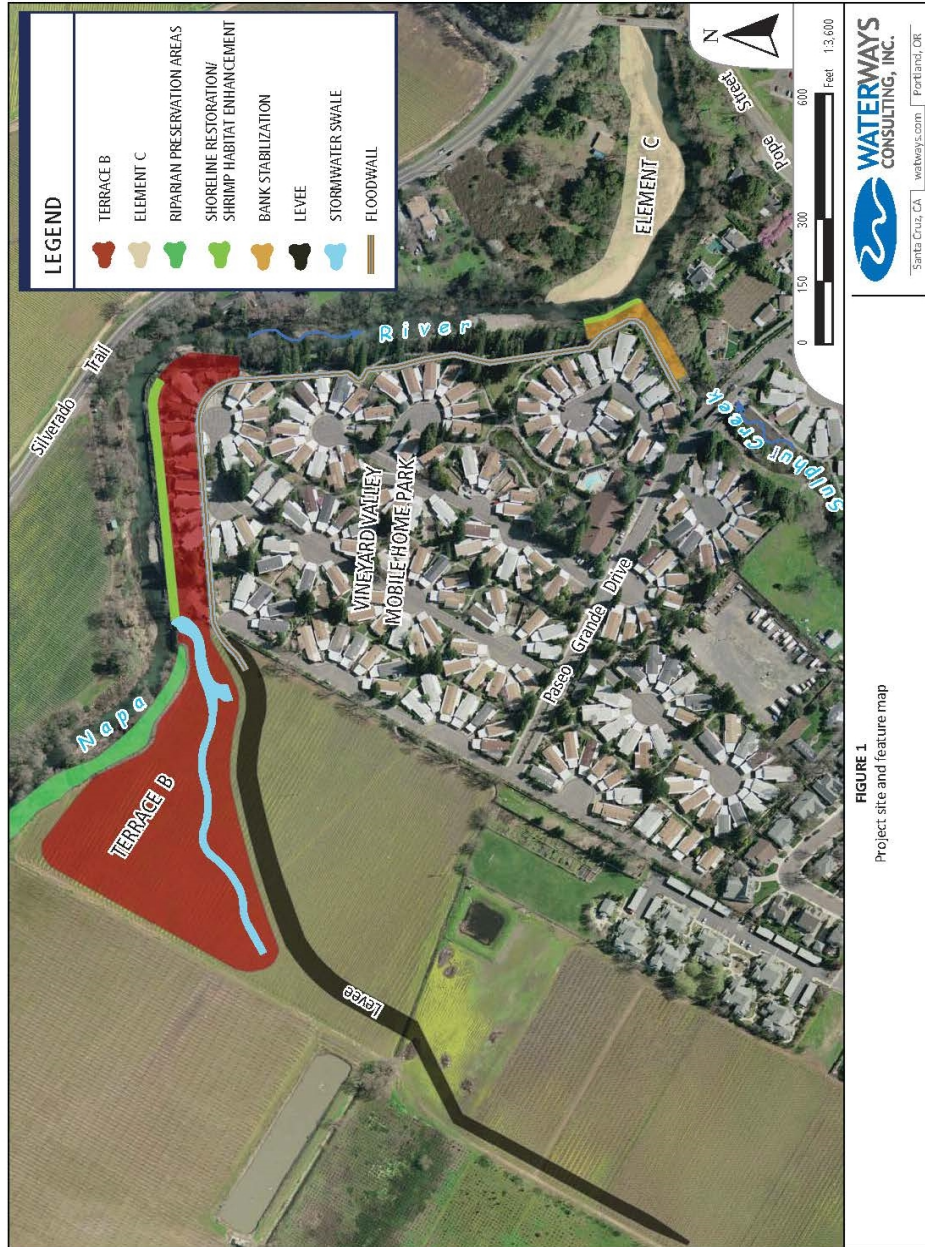


Figure 1

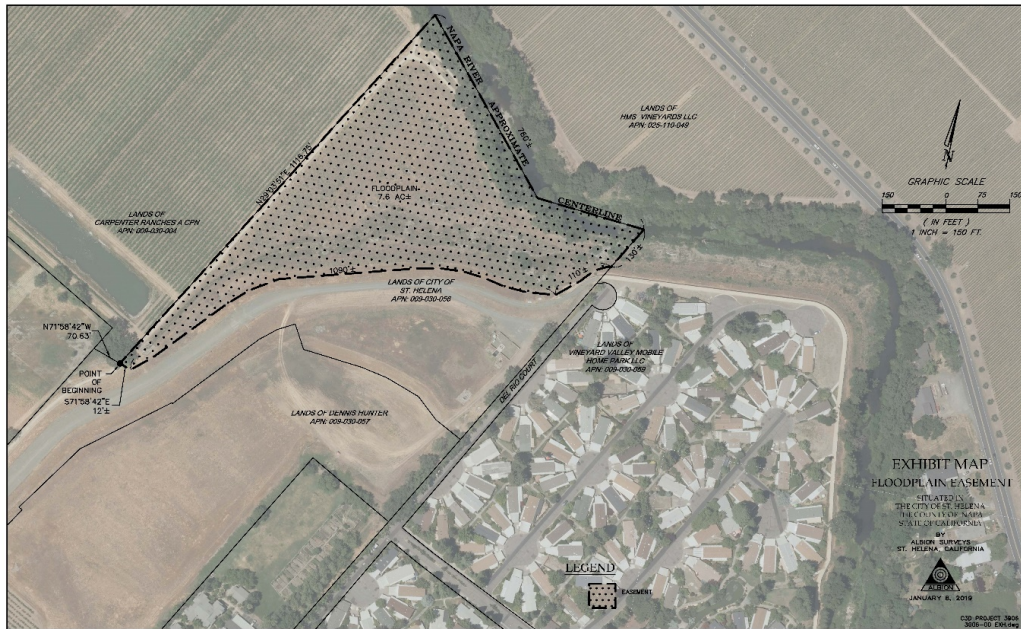


Figure 2

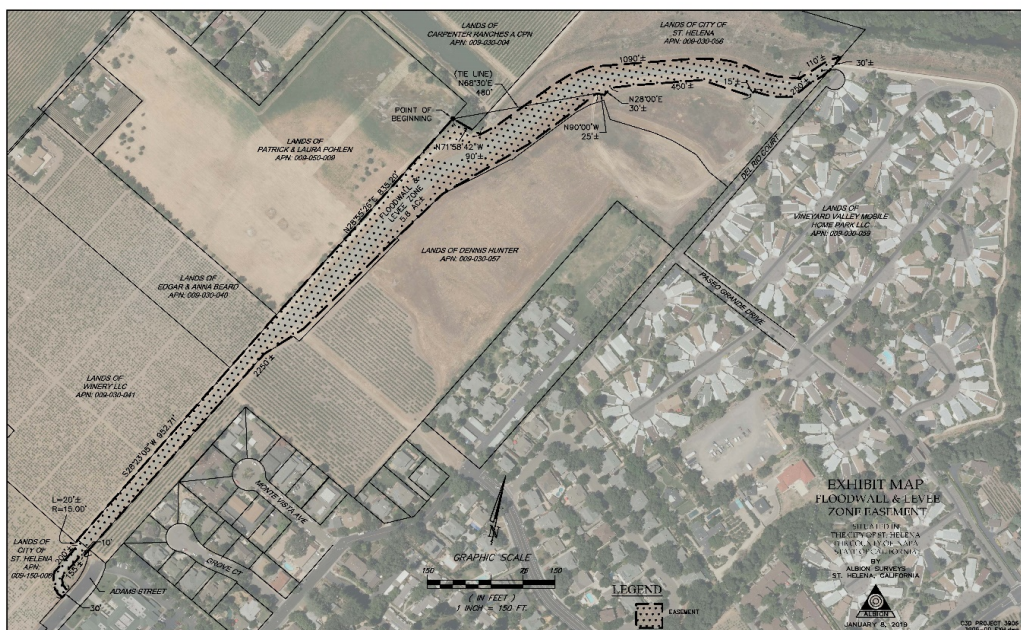


Figure 3

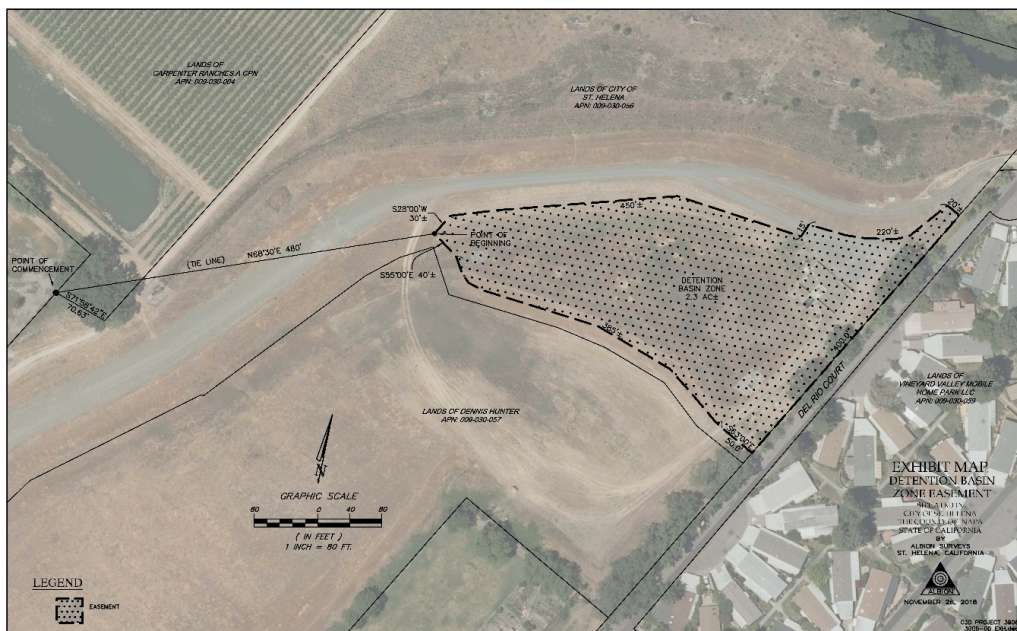


Figure 3

EXHIBIT C  
SCOPE OF WORK

**Project Goals/Objectives and Description**

Exhibit B, 3 identifies the location of flood protection and ecosystem restoration work already completed by THE CITY OF ST. HELENA and funded by this FCP grant agreement. Tasks completed under the first agreement and include project management and funding administration, construction of a floodplain terrace, terrace restoration planting, restoration of shoreline along the Napa River, biotechnical bank stabilization, construction of a public trail and adaptive management and maintenance. Additional tasks already completed as cost share and part of the overall project include construction of a setback levee, removal of mobile homes, floodwall, stormwater management for water quality, and utility relocations/modification

**Task 1 Description**

Outstanding tasks from the previous agreement remaining include adoption of a conservation easement in accordance with A17; a final site inspection by DWR; project completion report including written certification of project completion stamped by a licensed engineer (Section 12B and Exhibit F); documentation of cost share.

**Deliverables**

- Adopted conservation easement
- Project completion report
- Documentation of cost share

### **Tasks and Schedule**

All outstanding tasks will be completed and submitted to DWR by December 31, 2021, of this Agreement.

## EXHIBIT D

## BUDGET

**Summary of Budget including previous agreement figures.**

|                                                  |                |
|--------------------------------------------------|----------------|
| Original Grant Amount (Agreement 4600009016)     | \$3,100,000    |
| Reduced Funding Amount (reduced by \$728,519.00) | \$2,371,481.00 |
| Previously invoiced Amount                       | \$2,371,481.00 |
| Amount previously paid to City of St. Helena     | \$2,134,333    |
| Amount held in retention                         | \$237,148.00   |

Upon completion of Task 1 and submission of deliverables, the retention in the amount of \$237,148.00 will be disbursed.

## EXHIBIT F REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

### 1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

#### PROJECT STATUS

#### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

#### COST INFORMATION

- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

#### SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## 2. **PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G  
STATE AUDIT DOCUMENT REQUIREMENTS AND  
FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.

2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

**Funding Match Guidelines**

Funding Match (often referred to as cost share) consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Funding Recipient (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provide by the Funding Recipient. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Funding Recipient for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)

- b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Funding Recipient's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
  3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Funding Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Funding Agreement.
  4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Funding Recipient's accounting system.

**EXHIBIT A-1**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574

(707) 963-1217 ♦ FAX (707) 963-1829

E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev. November 28, 2018

Rev. January 4, 2019

**EXHIBIT "A"**

Floodplain Easement  
City of Saint Helena,  
Napa County, California

Beginning at a 5/8" rebar with plug LS 7739 at the southeasterly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa

thence along said northwesterly line North 29°03'51" East 1116.75 feet to the northwest corner thereof at the center of the Napa River as shown on said map;

thence along the northerly line of said lands southeasterly and easterly along said center of River 760 feet, more or less line to the northeasterly corner thereof at the northeasterly terminus of the course cited as North 28°04'47" East 642.51 feet on said map;

thence along the Southeasterly line of said lands of the City of St. Helena South 28° 04' 47" West 130 feet, more or less to a point distant 10 feet Northerly, measured at a right angle from the Northerly face of an existing floodwall;

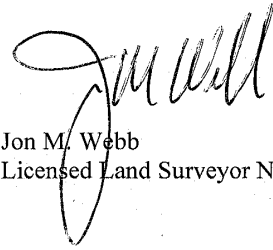
thence Westerly and Southwesterly parallel to and 10 feet Northerly and Northwesterly from said face of said floodwall 110 feet, more or less to a point 40 feet more or less northeasterly from the western end of said flood wall at a point 10 feet northeasterly of the toe of a levee;

thence parallel to and 10 feet from said toe of levee northwesterly, westerly and southwesterly 1090 feet, more or less to a point lying South 71°58'42" East from the point of beginning of this description;

thence North 71°58'42" West 12 feet, more or less to the point of beginning of this description. Being, 7.6 acres, more or less, of APN 009-030-056 and 009-030-059.

The basis of bearings for this description the Map filed in Book 41 of Surveys at Pages 23 through 24, in the Office of the Napa County Recorder,

Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.



Jon M. Webb  
Licensed Land Surveyor No. 6709



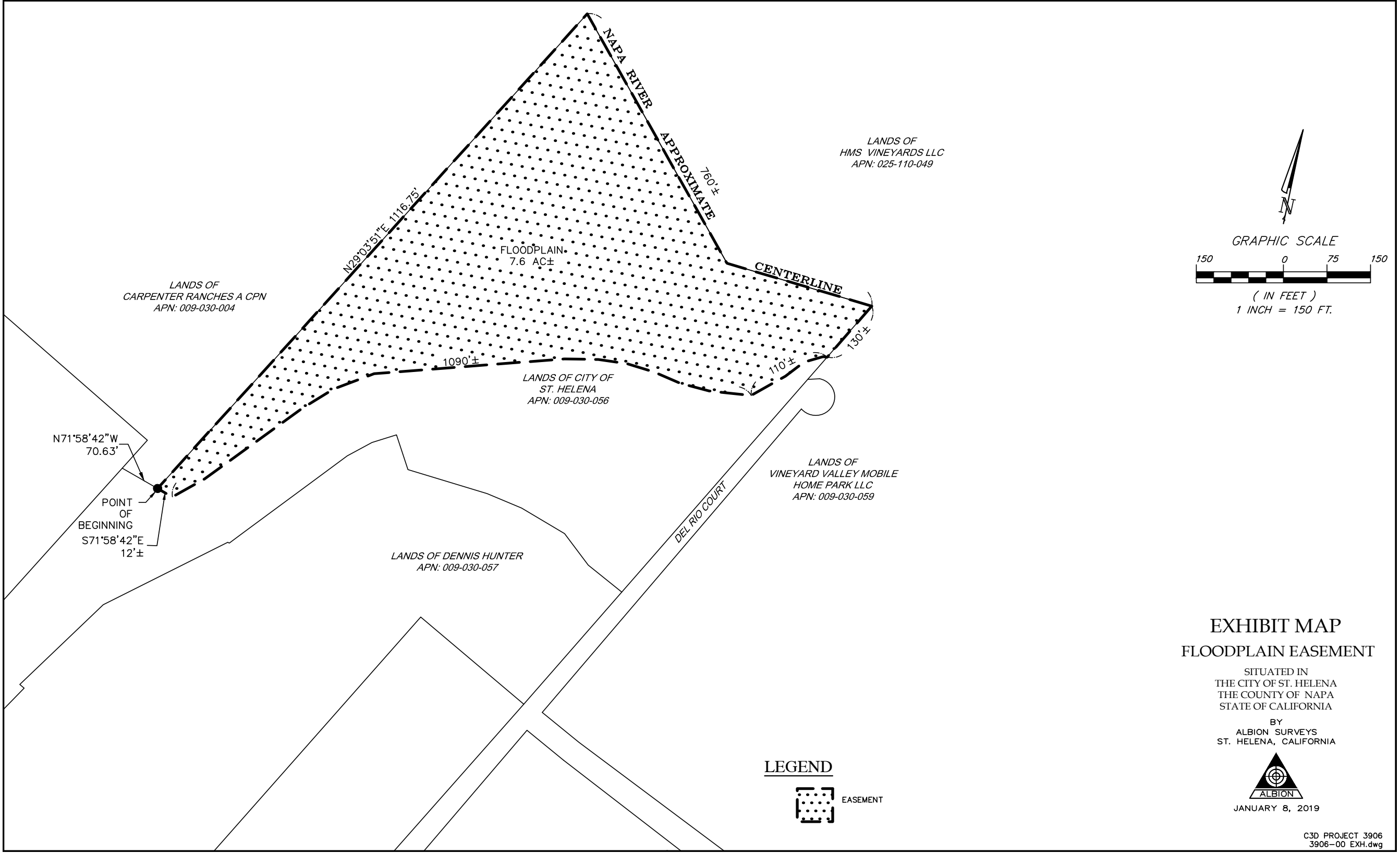


**EXHIBIT A-2**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev. October 29, 2018

Rev. November 28, 2018

Rev. January 4, 2019

EXHIBIT "A"

Floodwall and Levee Zone Easement  
City of Saint Helena,  
Napa County, California

Beginning at a 5/8" rebar with plug LS 7739 at the westerly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa;

thence along said northwesterly line South 28°55'26" West 835.20 feet and South 28° 23' 05" West 952.71 feet to the western corner of said lands at a point on the Northeasterly line of the lands of the City of St. Helena as described in the Grant Deed recorded November 9, 2000 as instrument number 2000-0029305 the Official Records of County of Napa;

thence along a curve to the left having a radius of 15.00 feet, tangent to said lands described course 20 feet, more or less to a point 10 feet northwesterly of the toe of an existing levee;

thence parallel to and 10 feet from said toe of levee southwesterly, southerly and southeasterly 200 feet more or less to the northwesterly line of Adams Street;

thence northeasterly along said northwesterly line 30 feet more or less to the opposite toe of said levee;

thence northwesterly, northerly and northeasterly along the said toe 155.00 feet;

thence leaving said toe of levee southeasterly at a right angle thereto 10 feet;

thence parallel to and 10 feet southeasterly to said toe of levee northeasterly 2250 feet, more or less to a point which bears North 90° 00' West 25 feet, more or less feet from a point that bears North 68° 30' East 480.0 feet from the point of beginning of this description;

thence South 90° 00' East 25 feet to said point that bears North 68° 30' East 480 feet, more or less from the point of beginning of this description;

thence North 28° 00' East 30 feet more or less to the toe of said existing levee;

thence along said toe of said levee northeasterly and easterly 450 feet, more or less to the southwest corner of an existing access ramp to the top of said levee;

thence northerly along the easterly end of said access ramp 15 feet more or less to the northeast corner of said access ramp at the toe of said levee;

thence along said toe easterly and northeasterly 250 feet, more or less to the Southeastern line of said lands of the City of St. Helena as shown on said Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder;

thence North  $28^{\circ} 04' 47''$  East along said Southeastern line 30 feet, more or less to a point distant 10 feet Northerly, measured at a right angle from the Northerly face of an existing floodwall;

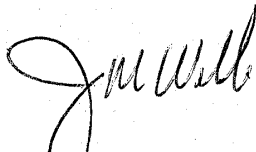
thence Westerly and Southwesterly parallel to and 10 feet Northerly and Northwesterly from said face of said floodwall 110 feet, more or less to a point 40 feet more or less northeasterly from the western end of said flood wall at a point 10 feet northeasterly of the toe of a levee;

thence parallel to and 10 feet from said toe of levee northwesterly, westerly and southwesterly 1090 feet, more or less to a point lying South  $71^{\circ} 58' 42''$  East from the point of beginning of this description;

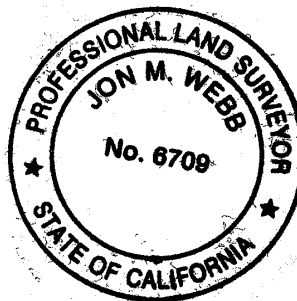
thence North  $71^{\circ} 58' 42''$  West 90 feet, more or less to the point of beginning of this description. Being 5.8 acres, more or less, of APN: 009-150-006, 009-030-056 and 009-030-059.

The basis of bearings for this description the Map filed in Book 41 of Surveys at Pages 23 through 24, in the Office of the Napa County Recorder.

Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.



Jon M. Webb  
Licensed Land Surveyor No. 6709



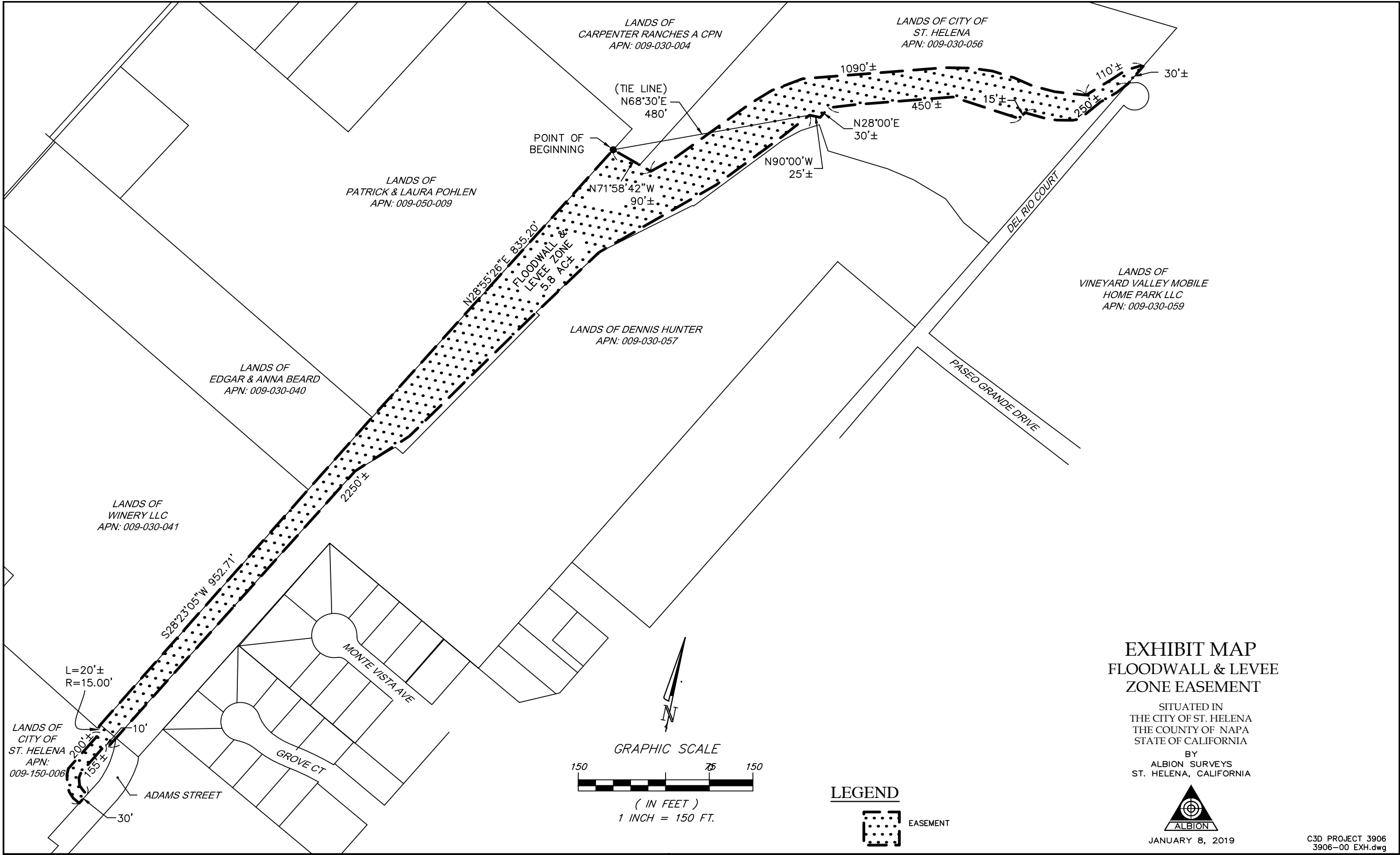


**EXHIBIT A-3**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev October 29, 2018

Rev November 28, 2018

EXHIBIT "A"

Detention Basin Zone Easement  
City of Saint Helena,  
Napa County, California

Commencing at a 5/8" rebar with plug LS 7739 at the Westerly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa;

thence North 68° 30' East 480.0 feet to the TRUE point of beginning of this description;

thence South 55° 00' East 40 feet, more or less to a point distant 10 feet Southwesterly from the Southwesterly top of cut slope of an existing detention basin;

thence Easterly and Southeasterly, parallel to and 10 feet Southerly and Southwesterly from said top of cut 385 feet, more or less to a point that bears North 63° 00' West 50.0 feet from the Northwestern line of Del Rio Court;

thence South 63° 00' East 50.0 feet to said Northwestern line;

thence Northeasterly along said Northwestern line 400.0 feet;

thence Northwesternly at a right angle to said Northwestern line 20 feet, more or less to the toe of an existing levee;

thence Southwesterly and Westerly 220 feet, more or less to the Northeastern corner of an access ramp to the top of said levee;

thence Southerly 15 feet to the toe of the Southern corner of said access ramp;

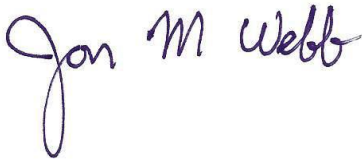
thence Westerly and Southwesterly along the toe of the fill for said access ramp and the toe of said existing levee 450 feet, more or less to a point that bears North 28° 00' East from the point of beginning of this description.

thence South 28° 00' West 30 feet, more or less to the TRUE point of beginning of this description.

Being 2.3 acres, more or less, of APN 009-030-056.

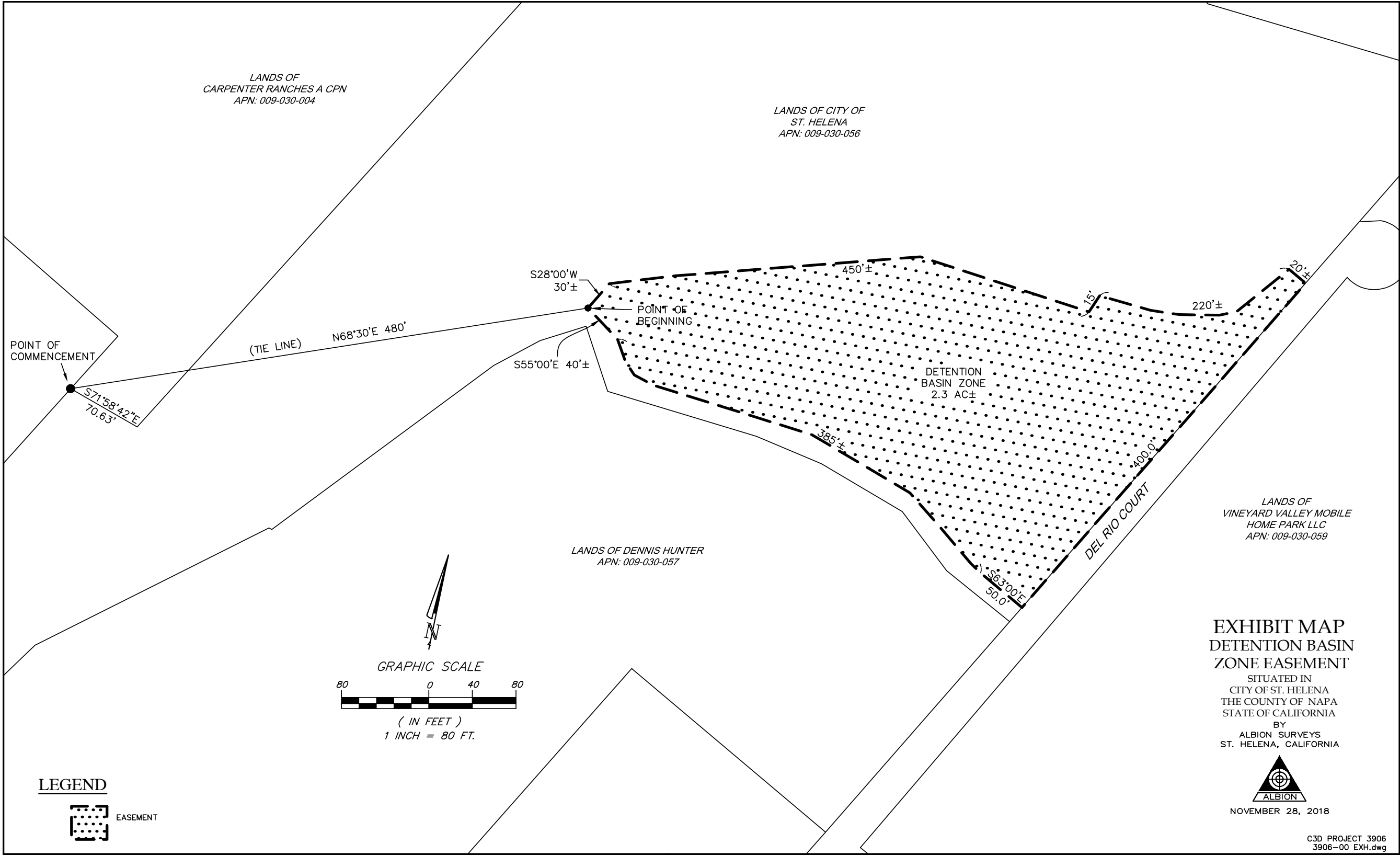
The basis of bearings for this description is the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder.

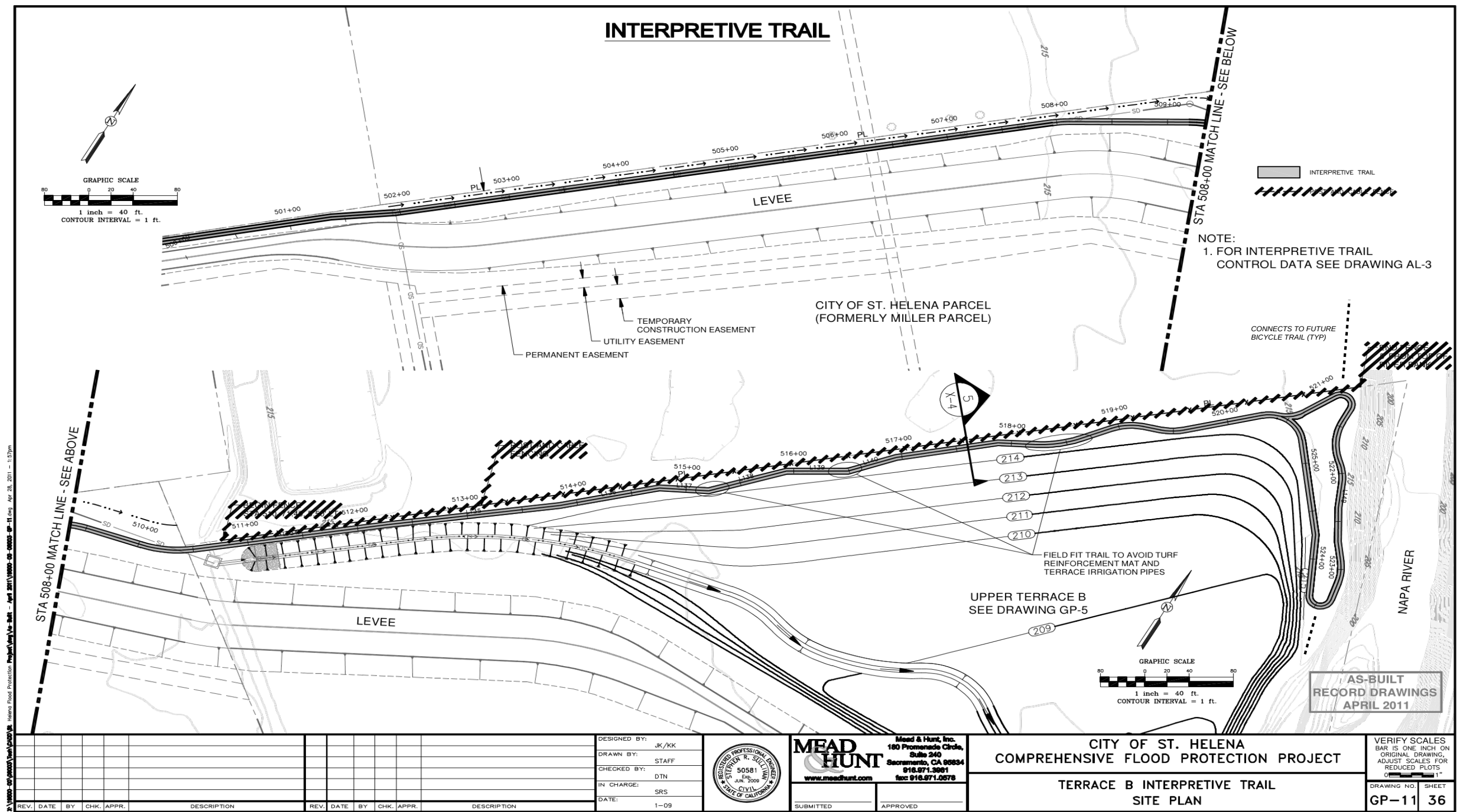
Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.



Jon M. Webb  
Licensed Land Surveyor No. 6709









Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: OLD BUSINESS**

**Subject: Consideration and approval of a Conservation Easement Deed between the City of St. Helena and the Napa County Land Trust in furtherance of the Comprehensive Flood Control Project**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Ethan Walsh, City Attorney

**Reviewed By:** Mark Rincon-Ibarra, Public Works Director and City Engineer

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

As part of the City's St. Helena Comprehensive Flood Protection and Flood Corridor Restoration Project (the "Project"), the City applied for and received a grant (SAP Contract No. 4600009016) from the State Department of Water Resources ("DWR") through Proposition 84, the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (the "Grant") to assist in the completion of the Project. The Project, which has now been completed, provides flood damage reduction through the restoration and re-establishment of the natural floodplain along the Napa River within the areas covered by the Project. The Project included that construction of setback levees and overflow basins for transitory storage, and also re-created and restored the natural floodway with a high quality riparian forest and fish and terrestrial wildlife habitat along the Napa River shoreline.

As a condition of the Grant, DWR required that the City establish a conversation easement to conserve and preserve the completed Project in perpetuity, and to insure the continued management and use of the property covered by the conservation easement as a floodway corridor for floodwater conveyance from the Napa River as well as for fish and wildlife habitat enhancement and preservation purposes. The conservation easement is intended to preserve the land, protect the floodplain from inappropriate or

incompatible development, maintain the availability for the property for flood management purposes, protect wildlife habitat, and provide for public access consistent with the purposes of the Flood Protection Corridor Program as described in Water Code section 79035 *et seq.*

At its March 13, 2018 meeting, the City Council approved an agreement with the Land Trust of Napa County (the "Land Trust") to develop a conservation easement for the subject property along the Napa River, which is owned by the City (APN 009-030-056 and -058). Consistent with state law, the parties anticipated that the City would convey the conservation easement to the Land Trust, which is a tax-exempt nonprofit organization that is qualified to hold conservation easements for the primary purpose of preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use. Following approval of the agreement by Council, City staff worked with the Land Trust to develop a draft conservation easement, which was brought to the Council on October 23, 2018 for review and discussion. Following that meeting, City staff continued to work with the Land Trust to finalize the conservation easement consistent with Council direction.

#### **DISCUSSION**

Under the terms of the Conservation Easement Deed, the City grants to the Land Trust an easement over the approximately 7.6 acre flood plain area on the City's property (the "Easement Property") to preserve and protect the significant wildlife, ecological, habitat, and floodway values for conservation purposes (the "Conservation Values"). Under the terms of the Conservation Easement, the Land Trust has the rights, among others, to preserve and protect the Conservation Values and the biological resources on the Easement Property, and to monitor compliance with and enforce the terms of the Conservation Easement.

The Conservation Easement preserves the Easement Property in perpetuity and generally includes broad restrictions on future development, use of off-road or motorized vehicles, recreational activities, commercial, industrial or residential uses, construction activity, and alteration to the topography within the Easement Property, except that certain projects and recreational activities specifically contemplated by the City's General Plan are permitted within the Easement Property. The exceptions to the Conservation Easement include (i) the anticipated extension of Adams Street to the Silverado Trail, including a bridge crossing the terrace and the Napa River, and the anticipated extension of Starr Avenue to Adams Street, both of which are within portions of the Easement Property, and construction activity associated with the construction of those two road extensions; (ii) work to be undertaken to implement future flood management plans and activities on the Easement Property that evolve from future flood management planning efforts of the City; (iii) and the development of a future trail for recreational and pedestrian use by the City that would connect to north-south Class I future trail anticipated in the City's General Plan. The two road extensions would be subject to certain DWR requirements to ensure that the road extensions will not have negative impacts on the flood control aspects of the Project, and to mitigate any impacts to restored habitat areas,

and the City would be required to consult with the Land Trust prior to constructing the future recreational trail.

Upon recordation of the Conservation Easement, the City will have fulfilled all its obligations under the Grant and will be able to close out the Grant, which will include disbursement of the final \$237,148.00 in grant funding to the City from DWR.

**FISCAL IMPACT**

Following approval and recordation of the Conversation Easement, the final \$237,148.00 in grant funding will be disbursed to the City by DWR. If the City does not finalize and record a conservation easement against the Easement Property, the City would not fulfill its obligations under the Grant, which ultimately could result in DWR requiring the City to return approximately \$2.3 million in grant funding received from DWR for the Project

**RECOMMENDED ACTION**

Approve the Attached Resolution Approving a Conservation Easement Deed by the City of St. Helena in favor of the Napa County Land Trust.

**ATTACHMENTS**

[Resolution Approving Flood Control Conervation Deed-c1](#)  
[SH flood project conservation easement \(Final\)-c1 MP](#)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ST. HELENA APPROVING A CONSERVATION  
EASEMENT DEED GRANTED BY THE CITY OF ST.  
HELENA IN FAVOR OF THE NAPA COUNTY LAND  
TRUST**

**WHEREAS**, as part of the City's St. Helena Comprehensive Flood Protection and Flood Corridor Restoration Project (the "Project"), the City applied for and received a grant (SAP Contract No. 4600009016) from the State Department of Water Resources ("DWR") through Proposition 84, the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to assist in the completion of the Project (the "Grant"); and

**WHEREAS**, the Project, which has now been completed, provides flood damage reduction through the restoration and re-establishment of the natural floodplain along the Napa River within the areas covered by the Project. The Project included the construction of setback levees and overflow basins for transitory storage, an also re-created and restored the natural floodway with a high quality riparian forest and fish and terrestrial wildlife habitat along the Napa River shoreline; and

**WHEREAS**, as a condition of the Grant, DWR required that the City establish a conversation easement to conserve and preserve the completed Project in perpetuity, and to insure the continued management and use of the property covered by the conservation easement as a floodway corridor for floodwater conveyance from the Napa River as well as for fish and wildlife habitat enhancement and preservation purposes. The conservation easement is intended to preserve the land, protect the floodplain from inappropriate or incompatible development, maintain the availability for the property for flood management purposes, protect wildlife habitat, and provide for public access consistent with the purposes of the Flood Protection Corridor Program as described in Water Code section 79035 *et seq*; and

**WHEREAS**, the City desires to convey a conservation easement consistent with the requirements of the Grant to the Napa County Land Trust, which is a tax-exempt nonprofit organization that is qualified to hold conservation easements for the primary purpose of preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use pursuant to California Civil Code section 815.3; and

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

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

**SECTION 2.** The City Council of the City of St. Helena hereby approves the Conservation Easement Deed in substantially the form provided in the agenda materials for this Resolution, and authorizes the Mayor to execute the Agreement and any additional documentation as necessary to carry out the City's obligations pursuant to the Conservation Easement Deed.

Approved at a Regular Meeting of the St. Helena City Council on October 12, 2021, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulos, City Clerk

Recording requested by and when  
Recorded mail to:

City of St. Helena  
1572 Railroad Avenue  
St. Helena, CA 94574  
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE § 27383

### CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF ST. HELENA, a municipal corporation of the State of California ("Grantor"), in favor of the NAPA COUNTY LAND TRUST, a California nonprofit corporation doing business as The Land Trust of Napa County ("Grantee"), each of whom is referred to herein as a "Party" and together as the "Parties," with reference to the following facts:

### RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 15.7 acres, located in the City of St. Helena, County of Napa, State of California, and designated as portions of Assessor's Parcel Number 009-030-056, of which a portion of the lands was granted to the City of St. Helena, a Municipal Corporation recorded March 15, 2005, at Document Number 2005-0009620 of Official Records of Napa County and a portion of the lands recorded December 7, 2001, at Document Number 2001-0043130 of Official Records of Napa County, (the "Property"). The Property is legally described and depicted in "Exhibit A," comprised of three parts and attached to this Conservation Easement and incorporated by reference. The Property consists of 3 zones: (1) the Floodplain Zone, a 7.6-acre portion; (2) the Floodwall and Levee Zone, a 5.8-acre portion; and (3) the Detention Basin Zone, a 2.3-acre portion. All Zones are legally described and depicted in "Exhibits A-1, A-2, and A-3," and further depicted in the respective "Exhibits B-1, B-2, and B-3," attached to this Conservation Easement and incorporated in it by reference.

B. The Department of Water Resources ("DWR") awarded State Proposition 84 funds to Grantor through its Flood Corridor Program to implement the St. Helena Comprehensive Flood Protection and Flood Corridor Restoration Project ("Project"), which has been completed. The Project provides flood damage reduction through the restoration and re-establishment of the natural floodplain along the Project river frontage. The Project constructed setback levees and overflow basins for transitory storage. The Project also re-created and restored the natural floodway with a high quality riparian forest and fish and terrestrial wildlife habitat along the Napa River shoreline. DWR has determined that the easement conveyance to the Grantee would

conserve and preserve the completed Project and its objectives in perpetuity. DWR has also determined that the Grantor's continued management and use of the Property as a floodway corridor for floodwater conveyance from the Napa River as well as for fish and wildlife habitat enhancement and preservation purposes, will preserve land, protect the floodplain from inappropriate or incompatible development, maintain its availability for flood management purposes, protect wildlife habitat, and provide for public access consistent with the purposes of the Flood Protection Corridor Program described in Water Code section 79035 *et seq.* The funding agreement (SAP Contract No. 4600009016) requires the conveyance of an easement deed to Grantee and acknowledges the multiple and complementary benefits of the St. Helena Comprehensive Flood Protection and Flood Corridor Restoration Project constructed on the Property, namely: (1) significant ecological values including habitat enhancement; (2) protection of a floodplain area from potential inappropriate and incompatible development; (3) improved public access; and (4) the Project's role in flood management improvements (hereafter "Multiple and Complementary Benefits"). It is the intent of the Grantee and Grantor, as parties to this Conservation Easement, to protect each of the existing Multiple and Complementary Benefits of the Property and to cooperate in the implementation of any maintenance of habitat enhancement and floodway improvements on the Property.

C. The Property possesses significant wildlife, ecological, habitat, and floodway values for conservation purposes (collectively "Conservation Values"). These natural resources are of aesthetic, ecological, educational, historical, recreation, and scientific value to the people of the State of California, and are of great importance to the Grantor, Grantee, and DWR. The Conservation Values of the Property provide high quality habitat for California Freshwater Shrimp (*Syncaris pacifica*) and Freshwater Shrimp Habitat Structures.

D. The specific Conservation Values of the Property and its current use and state of improvement, are documented in an inventory of relevant features prepared by the Grantee with the cooperation of the Grantor dated \_\_\_\_\_ and on file at the offices of the Grantee and incorporated herein by this reference (the "Baseline Documentation"), consisting of field reports, maps, photographs, and other documentation that the parties both agree provide, collectively, an accurate representation of the Easement Property at the time of this grant and that are intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with this Easement. Grantor and Grantee have separately acknowledged and hereby acknowledge said Baseline Documentation memorializes the condition of the Easement Property as of the effective date of this Easement. The Baseline Documentation may be used by the Grantee to establish that a change in the use or character of the Easement Property has occurred, but the existence of the Baseline Documentation shall not preclude the Grantee's use of other evidence to establish the condition of the Easement Property as of the date of this Easement. The parties further agree that, if a controversy arises with respect to the condition of the Easement Property or a particular Conservation Value thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in resolution of the controversy.

E. Grantee is authorized to hold this conservation easement pursuant to California Civil Code section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code and is qualified to hold conservation

easements for the primary purpose of preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

F. This Conservation Easement is granted in perpetuity pursuant to the California Endangered Species Act Incidental Take Permit No. 2081-2009-004-03, by and between City of St. Helena and the California Department of Fish and Wildlife, dated June 14, 2010 (the "Permit"). The Permit provides mitigation for certain impacts of reducing water surface elevation and increasing the river's water conveyance capacity. Specifically, the Permit provides for: (1) creating a floodplain terrace connected to the Napa River; (2) creating a shoreline bench along Napa River's south-bank; and (3) managing vegetation and sediment along the 800 foot section of Napa River's northern bank, located in the City of St. Helena, County of Napa, State of California and requires implementation of a final management plan created thereunder.

G. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property, and Grantee hereby accepts that grant and conveyance for the purposes, and subject to the rights and duties reserved and granted to each of the Parties herein.

1. Purposes. The purposes of this Conservation Easement are to preserve and protect the Conservation Values of the Property and to ensure that the Conservation Values of the Property will be retained perpetually in its natural, restored, or enhanced condition as contemplated by the Permit and the Management Plan, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, unless specifically reserved unto Grantor, as set forth below, including, without limitation, the right to construct and maintain the "Permitted Streets and Bridges" as hereinafter defined in Section 5.3. Grantor intends that this Conservation Easement will perpetually confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the Conservation Values of the Property.
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.

(c) To prevent, mitigate, or contain any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and Grantor's reserved right to construct and maintain the Permitted Streets and Bridges, and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air, and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Property shall remain a part of the Property, consistent with the purposes of this Conservation Easement.

(e) In furtherance of the Conservation Values, Grantee shall exercise the above-described rights in a manner that is in harmony with, and does not materially interfere with any of the Conservation Values.

3. Prohibited Uses. Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement and rights reserved unto Grantor is prohibited. Except as permitted in Section 5 and without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties under Grantor's control, are expressly prohibited:

(a) All present and future development rights appurtenant to, allocated, implied, reserved, or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise, provided however, that the foregoing shall not be deemed to prohibit construction and maintenance of the Permitted Streets and Bridges on the Property.

(b) Unseasonal watering, unless Grantor needs to water in order to reestablish planting on the Property; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities unless these activities are used for the maintenance of the levee and trails, in which case herbicides may be used; fire protection activities that are incompatible with the Conservation Values except in the event of an emergency as set forth in Section 6.3; and any and all other activities and uses that are not expressly permitted and may impair or interfere with the purposes of this Conservation Easement.

(c) Use of off-road vehicles and use of any other motorized vehicles except: (i) on existing roadways or on the existing levee; (ii) on Permitted Streets and Bridges; (iii) as necessary for management, operation, and maintenance of the Property; or (iv) in connection with the Permitted Streets and Bridges or the Future Recreational Trail, flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents or as provided in Sections 5.3, 5.4, and 5.5 below.

(d) Agricultural activity of any kind, except grazing for vegetation management pursuant to a grazing or vegetation management plan that has been prepared by a certified habitat specialist, and has been approved in advance by Grantee.

(e) Recreational activities including, but not limited to, horseback riding, hunting or fishing, except for personal, non-commercial, non-motorized, public use of the existing interpretive pedestrian trail, so long as such activities are consistent with the purposes of this Conservation Easement, and except for the Future Recreational Trail discussed in Section 5.5 below. If Grantee gives Grantor written notice that a trail exists that 1) has not been approved by the Grantee and 2) is inconsistent with the purposes of this Conservation Easement, Grantor shall decommission the trail at its expense, within 90 days. If Grantor fails to decommission the trail in 90 days, Grantee reserves the right to unilaterally decommission the trail, and recover all costs from Grantor.

(f) Commercial, industrial, or residential uses.

(g) Any legal or de facto division, subdivision, or partitioning of the Property inconsistent with the purposes of this Conservation Easement.

(h) Construction, reconstruction, erection, or placement of any building, billboard or sign, or any other structure or improvement of any kind, except for: (1) the management, operation, and maintenance of the Property; (2) in connection with any permitted flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents; (3) as required by funding agencies; (4) pursuant to interpretive activities on the Property conducted by the Grantor; or (5) permanent paving and structures that comprise the Permitted Streets and Bridges.

(i) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials, except in connection with Permitted Streets and Bridges or flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents.

(j) Planting, introduction, or dispersal of non-native or exotic plant or animal species.

(k) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for, or extraction of, minerals, loam, soil, sands, gravel, rock, or other material on or below the surface of the Property or granting or authorizing surface entry for any of these purposes, except in connection with the Permitted Streets and Bridges or the Future Recreational Trail, flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents or as provided in Sections 5.3, 5.4, and 5.5 below.

(l) Altering the surface or general topography of the Property, including but not limited to making alterations to habitat, building roads or trails, or paving or otherwise covering the Property with concrete, asphalt, or any other impervious material except in connection with the Permitted Streets and Bridges or the Future Recreational Trail, flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents or as provided in Sections 5.3, 5.4, and 5.5 below.

(m) Removing, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, (iii) prevention or treatment of disease, (iv) as necessary for the removal of existing infrastructure, or (v) in connection with construction and maintenance of the Permitted Streets and Bridges or the Future Recreational Trail, flood control or habitat enhancement activities conducted on the Property by the Grantor or its agents or as provided in Sections 5.3, 5.4, and 5.5 below.

(n) Manipulating, impounding, or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except in connection with the Permitted Streets and Bridges, flood control or habitat enhancement activities conducted on the Property by Grantor or its agents, or Future Recreational Trail as provided in Sections 5.3, 5.4 and 5.5 below.

(o) Without the prior written consent of Grantee, which Grantee may withhold, in its sole discretion, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters that are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Property.

(p) Engaging in any use or activity that violates, or fails to comply with, relevant federal, State, or local laws, regulations, or policies applicable to Grantor's use of the Property.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property, or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights, and shall observe and carry out the obligations of Grantor pursuant to the Permit and Management Plan.

(a) Grantor shall comply with all applicable federal, State, and local laws, statutes, rules, regulations, and ordinances (collectively, the "Laws" that apply to Grantor respecting Grantor's acquisition, ownership, and operation of Property) and obtain any other permits, approvals, and licenses that Grantor is required to obtain under any law that is applicable to Grantor respecting Grantor's acquisition, ownership, and operation of the Property and Grantor's

construction and maintenance of the Permitted Streets and Bridges and the Future Recreational Trail.

(b) Grantor shall assume all management, operation, and maintenance costs associated with its ownership of the Property, including the costs of ordinary repairs and replacements of a recurring nature and costs associated with Grantor's compliance with any and all laws that are applicable to Grantor in connection with Grantor's ownership and operation of the Property. DWR and the Grantee shall not be liable for any costs associated with the management, operation, and maintenance of the Property, including flood management and habitat enhancement activities. Grantor shall be responsible for establishing and enforcing policies related to the public's use of the interpretive pedestrian trail(s) on, as well as any other public access over, the Property.

5. Reserved Rights. As owner of the Property, Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, and to the general public with respect to use and enjoyment of the Permitted Streets and Bridges and the Future Recreational Trail, all rights accruing from Grantor's ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and that are consistent with, the purpose of this Conservation Easement, subject to the restrictions and limitations set forth in this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as giving rise to any right or ability in Grantee or the State of California to exercise physical or other control over the day-to-day operations of the Property, or any of Grantor's permitted activities on the Property.

5.1 Grantor's Retained Responsibilities. Grantor retains all rights and privileges of ownership that are not prohibited, inconsistent, or restricted by this Conservation Easement, and Grantor retains all responsibilities of ownership. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property.

5.2 Compliance with Laws. Nothing in this Conservation Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

5.3 Construction of Streets and Bridges. In order to manage traffic congestion, provide new circulation connections in the City and improve routes for emergency access and evacuation, the City's General Plan Update 2040 identifies the extension of Adams Street to the Silverado Trail, including a bridge crossing the terrace and the Napa River ("Adams Street Extension") and the extension of Starr Ave to Adams Street ("Starr Avenue Extension") as future roadway connections for further study, including special studies to accommodate vehicular traffic. For purposes of this Conservation Easement, the Adams Street Extension and the Starr Avenue Extension are referred to collectively and individually as the "Permitted Streets and Bridges"). The Permitted Streets and Bridges are within portions of the Property subject to this

Conservation Easement. With respect to Grantor's future construction and maintenance of the Permitted Streets and Bridges, Grantor and Grantee hereby agree as follows:

(a) Subject to the terms and conditions of this Conservation Easement, Grantor reserves the right to construct and maintain the Adams Street Extension and the Starr Avenue Extension through the Property in the area of the levee including the bridge crossing the terrace and the Napa River, as specified in the City's General Plan. The bridge will be located at a minimum elevation of three (3) feet above the 100-year flood stage

(b) Construction of the Permitted Streets and Bridges shall comply with the following DWR requirements: (1) road construction, associated utilities, and any other appurtenant structures must not encroach into the levee prism and must be built on material additional to the levee prism; (2) any new bridge must be shown to not impede flood flows; (3) if an analysis shows potential settling due to traffic loading, additional material will be added to the levee to account for this; (4) an encroachment permit must be obtained through federal, state and/or local permitting requirements; (5) any permanent impacts to restored habitat areas will be mitigated at a 3:1 acreage ratio of like habitat; and (6) temporary habitat impacts will be returned to pre-existing conditions.

(c) Grantor shall deliver written notice to Grantee and DWR of proposed construction activities not less than ninety (90) days prior to commencing construction of the Permitted Streets and Bridges. During the 90-day time period, Grantor, Grantee and DWR shall meet and confer in good faith to decide upon the means and methods by which Grantor shall be permitted to access and use the Property for construction of the Permitted Streets and Bridges and for inspection, and maintenance purposes.

5.4 Flood Management or Flood Control Activity. Because this Conservation Easement was required as a condition of the DWR grant funding agreement, this Conservation Easement is intended to be consistent with present or future flood management projects or activities implemented on or affecting the Property. Furthermore, the Conservation Easement is intended to be consistent with any flood control easement recorded against the Property that may evolve from the Grantor's flood management planning efforts. Therefore, any flood management project activity performed by Grantor, or future flood control easement reserved unto Grantor shall be permitted uses of the Property pursuant to the terms of this Conservation Easement. The rights necessary for Grantor to implement future flood management plans and activities on the Property including rights to construct floodway improvements and rights of access for construction, inspection, and maintenance purposes shall be provided by the Grantee to the Grantor (as the Flood Management Agency having jurisdiction for flood protection on the Property).

5.5 Future Recreational Trail. The Parties acknowledge and agree that Grantor intends to add another trail for recreational (non-motorized) and pedestrian use ("Future Recreational Trail") and will consult with Grantee prior to constructing such Future Recreational

Trail. Attached hereto, and incorporated herein, as **Exhibit C** is a depiction of the proposed trail to be constructed by Grantor.

6. Grantee's Remedies. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Grantor shall take reasonable steps to cure such violation within forty-five (45) days after receipt of a Notice of Violation, provided, however, if such violation is not reasonably susceptible to cure within the forty-five (45) day period, and Grantor diligently proceeds to cure the violation, Grantor shall not be deemed to be in "Default" under this Conservation Easement, as long as the violation is cured within 120 days. These time frames may be extended by mutual agreement of the Grantee and Grantor. Upon the occurrence of a Default by Grantor, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to require Grantor, at Grantor's cost, to restore the Property to the condition in which it existed prior to such Default, subject to modifications permitted under the terms of this Conservation Easement related to the Permitted Streets and Bridges and the Future Recreational Trail; in the event that Grantor fails to restore the Property, recover damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property in the amount necessary to undertake corrective action to restore the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including the restoration of the Property to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for the cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

6.1 Costs of Enforcement. The non-prevailing Party shall bear all costs incurred by any Party that prevails in litigation to enforce the terms of this Conservation Agreement, including, but not limited to, costs of suit and reasonable attorneys' and experts' fees.

6.2 Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement unless such waiver is contained in a writing executed by Grantee. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver unless in writing.

6.3 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from: (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; (ii) acts by Grantee, the Third Party Beneficiary, or their employees; or (iii) acts by persons that entered the Property whose activities degrade or harm the Conservation Values or whose activities are otherwise inconsistent with this Conservation Easement where Grantor has undertaken all reasonable actions to discourage or prevent such activities. The parties agree to meet and confer regarding any additional activities or restrictions that may be implemented if, after Grantor's institution of reasonable actions to discourage or prevent third parties from entering the Property, the Conservation Values have been degraded or harmed; however, nothing in this Section 6.3 shall be interpreted to require Grantor to implement any unreasonable actions.

6.4 Enforcement; Standing. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third Party Beneficiary (as defined in Section 13 (m)). If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code section 815.7, the California Attorney General and the Third Party Beneficiary has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Access. Grantee acknowledges that the Grantor may grant to the public a general right of access on the pedestrian trail, on any Future Recreational Trail to be constructed by Grantor, and on and across the Permitted Streets and Bridges.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that except with respect to acts of Grantee, the Third Party Beneficiary and their respective employees and agents, neither Grantee nor the Third-Party Beneficiary shall have

any duty or responsibility for the operation, upkeep, or maintenance of the Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, including permits and approvals required from Grantee acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency laws, statutes, ordinances, rules, regulations, orders, and requirements.

(a) Taxes; No Liens. If applicable, Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

(b) Hold Harmless. Grantor shall hold harmless, protect, and indemnify DWR and Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors, and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens, or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee, DWR or any of their respective employees and agents; and (ii) the obligations imposed on Grantor specified in Sections 4, 9, and 9(a). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, the Grantee's Indemnified Parties shall promptly deliver notice to Grantor, and Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party or reimburse Grantee for all charges reasonably incurred for services of the Attorney General in defending the action or proceeding.

(c) Extinguishment. If circumstances arise in the future that render the preservation of Conservation Values or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

#### 9. Transfer of Conservation Easement or Property.

(a) Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee, but Grantee shall give Grantor and DWR at least sixty (60) days prior written notice of the proposed assignment or transfer and deliver an executed copy thereof to Grantor. With approval by DWR, under the terms of its grant agreement with Grantor, Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized

to acquire and hold conservation easements pursuant to Civil Code section 815.3 (and any successor or other provision(s) then applicable); and (ii) otherwise reasonably acceptable to DWR. Any such assignment shall be recorded in the official records of Napa County, State of California, and Grantee shall promptly provide a conformed copy of the recorded assignment to the Grantor and DWR. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 10.

(b) Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and DWR, of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee and DWR shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions, and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

10. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor and Grantee otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Property.

11. Notices. Any notice, demand, request, consent, approval, or communication that either Grantor, Grantee, and DWR desires or is required to give to the others shall be in writing, with a copy to DWR, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class registered United States mail, postage fully prepaid, addressed as follows:

To Grantor: City of St. Helena  
1572 Railroad Avenue  
St. Helena, CA 94574  
Attn: City Manager

To Grantee: Land Trust of Napa County  
1700 Soscol Avenue, Suite 20  
Napa, CA, 94559  
Attn: Monitoring & Enforcement staff

To DWR: Department of Water Resources  
Flood Corridor Program  
Attn: Program Manager  
770 Fairmont Avenue, Suite 102  
Glendale, CA 91203

or to such other address as Grantor, Grantee, and DWR shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by registered first class mail, five (5) days after deposit into the United States mail.

12. Amendment. This Conservation Easement may be amended only by written agreement of Grantor, Grantee, and DWR, which approval shall not be unreasonably withheld. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Napa County, State of California, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and DWR.

13. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effectuate the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* and Government Code section 65965. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This document (including its exhibits) sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 12.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 8(b), Grantor hereby releases and agrees to indemnify, protect, and hold harmless the Grantee's Indemnified Parties (defined in Section 8(b)) from and against any and all Claims (defined in Section 8(b)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed of, or released by Grantee or any of its employees or agents. This release and indemnification includes, without limitation, Claims for: (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or DWR any of the following:

- (A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*; hereinafter, "CERCLA"); or
- (B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or
- (C) The obligations of a responsible person under any applicable Environmental Laws; or

- (D) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (E) Any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. § 6901 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code, § 25100 *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, § 25300 *et seq.*; hereinafter "HAS"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order, or requirement relating to pollution, protection of human health or safety, the environment, or Hazardous Materials. Grantor represents, warrants, and covenants to Grantee and DWR that activities upon and use of the Property by Grantor, its agents, employees, invitees, and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of the Property and has full power and authority to convey all right, title, and interest in and to this Conservation Easement. Grantor also represents and warrants that: (i) there are no outstanding mortgages, liens, encumbrances, or other interests in the Property (including, without limitation, mineral interests) that may conflict or are inconsistent with this Conservation Easement or have not been expressly subordinated to this Conservation Easement; and (ii) the Property is not subject to any other conservation easement.

(k) Additional Interests. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), nor shall Grantor grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Property, without first obtaining the written consent of Grantee and DWR. Such consent may be withheld if Grantee or DWR determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 313(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and DWR.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Napa County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary. Grantor and Grantee acknowledge that DWR (the "Third-Party Beneficiary") is a third party beneficiary of this Conservation Easement with the right of access to the Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 13, and all other rights and remedies of the Grantee under this Conservation Easement.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR: CITY OF ST. HELENA

Approved as to form:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Ethan Walsh, City Attorney

Dated: \_\_\_\_\_, 2021

GRANTEE:

NAPA COUNTY LAND TRUST,  
A California Nonprofit Corporation  
dba The Land Trust of Napa County

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
By: Linda Cantey  
Its: Chair of Board of Trustees

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A-1  
LEGAL DESCRIPTION  
FLOODPLAIN ZONE**

**EXHIBIT A-1**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev. November 28, 2018

Rev. January 4, 2019

**EXHIBIT "A"**

Floodplain Easement  
City of Saint Helena,  
Napa County, California

Beginning at a 5/8" rebar with plug LS 7739 at the southeasterly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa

thence along said northwesterly line North 29°03'51" East 1116.75 feet to the northwest corner thereof at the center of the Napa River as shown on said map;

thence along the northerly line of said lands southeasterly and easterly along said center of River 760 feet, more or less line to the northeasterly corner thereof at the northeasterly terminus of the course cited as North 28°04'47" East 642.51 feet on said map;

thence along the Southeasterly line of said lands of the City of St. Helena South 28° 04' 47" West 130 feet, more or less to a point distant 10 feet Northerly, measured at a right angle from the Northerly face of an existing floodwall;

thence Westerly and Southwesterly parallel to and 10 feet Northerly and Northwesterly from said face of said floodwall 110 feet, more or less to a point 40 feet more or less northeasterly from the western end of said flood wall at a point 10 feet northeasterly of the toe of a levee;

thence parallel to and 10 feet from said toe of levee northwesterly, westerly and southwesterly 1090 feet, more or less to a point lying South 71°58'42" East from the point of beginning of this description;

thence North 71°58'42" West 12 feet, more or less to the point of beginning of this description. Being, 7.6 acres, more or less, of APN 009-030-056 and 009-030-059.

The basis of bearings for this description the Map filed in Book 41 of Surveys at Pages 23 through 24, in the Office of the Napa County Recorder,

Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.

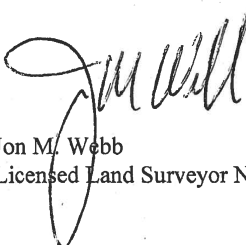
  
Jon M. Webb  
Licensed Land Surveyor No. 6709



**EXHIBIT A-2  
LEGAL DESCRIPTION  
FLOODWALL & LEVEE ZONE**

**EXHIBIT A-2**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev. October 29, 2018

Rev. November 28, 2018

Rev. January 4, 2019

**EXHIBIT "A"**

**Floodwall and Levee Zone Easement  
City of Saint Helena,  
Napa County, California**

Beginning at a 5/8" rebar with plug LS 7739 at the westerly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa;

thence along said northwesterly line South 28°55'26" West 835.20 feet and South 28° 23' 05" West 952.71 feet to the western corner of said lands at a point on the Northeasterly line of the lands of the City of St. Helena as described in the Grant Deed recorded November 9, 2000 as instrument number 2000-0029305 the Official Records of County of Napa;

thence along a curve to the left having a radius of 15.00 feet, tangent to said lands described course 20 feet, more or less to a point 10 feet northwesterly of the toe of an existing levee;

thence parallel to and 10 feet from said toe of levee southwesterly, southerly and southeasterly 200 feet more or less to the northwesterly line of Adams Street;

thence northeasterly along said northwesterly line 30 feet more or less to the opposite toe of said levee;

thence northwesterly, northerly and northeasterly along the said toe 155.00 feet;

thence leaving said toe of levee southeasterly at a right angle thereto 10 feet;

thence parallel to and 10 feet southeasterly to said toe of levee northeasterly 2250 feet, more or less to a point which bears North 90° 00' West 25 feet, more or less feet from a point that bears North 68° 30' East 480.0 feet from the point of beginning of this description;

thence South 90° 00' East 25 feet to said point that bears North 68° 30' East 480 feet, more or less from the point of beginning of this description;

thence North 28° 00' East 30 feet more or less to the toe of said existing levee;

thence along said toe of said levee northeasterly and easterly 450 feet, more or less to the southwest corner of an existing access ramp to the top of said levee;

thence northerly along the easterly end of said access ramp 15 feet more or less to the northeast corner of said access ramp at the toe of said levee;

thence along said toe easterly and northeasterly 250 feet, more or less to the Southeastern line of said lands of the City of St. Helena as shown on said Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder;

thence North  $28^{\circ} 04' 47''$  East along said Southeastern line 30 feet, more or less to a point distant 10 feet Northerly, measured at a right angle from the Northerly face of an existing floodwall;

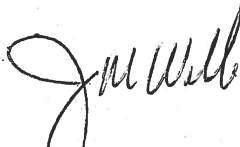
thence Westerly and Southwesterly parallel to and 10 feet Northerly and Northwesterly from said face of said floodwall 110 feet, more or less to a point 40 feet more or less northeasterly from the western end of said flood wall at a point 10 feet northeasterly of the toe of a levee;

thence parallel to and 10 feet from said toe of levee northwesterly, westerly and southwesterly 1090 feet, more or less to a point lying South  $71^{\circ} 58' 42''$  East from the point of beginning of this description;

thence North  $71^{\circ} 58' 42''$  West 90 feet, more or less to the point of beginning of this description. Being 5.8 acres, more or less, of APN: 009-150-006, 009-030-056 and 009-030-059.

The basis of bearings for this description the Map filed in Book 41 of Surveys at Pages 23 through 24, in the Office of the Napa County Recorder.

Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.



Jon M. Webb  
Licensed Land Surveyor No. 6709



**EXHIBIT A-3**  
**LEGAL DESCRIPTION**  
**DETENTION BASIN ZONE**

**EXHIBIT A-3**

***NEW ALBION SURVEYS***

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: jwebb@albionsurveys.com

3906-00

June 18, 2018

Rev October 29, 2018

Rev November 28, 2018

EXHIBIT "A"

Detention Basin Zone Easement  
City of Saint Helena,  
Napa County, California

Commencing at a 5/8" rebar with plug LS 7739 at the Westerly terminus of the course shown as South 71°58'42" East 70.63 feet on the Map filed Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder said rebar being a corner on the northwesterly line of the lands of the City of St. Helena as described in the Grant Deed recorded April 17, 2009 as instrument number 2009-0009316 the Official Records of County of Napa;

thence North 68° 30' East 480.0 feet to the TRUE point of beginning of this description;

thence South 55° 00' East 40 feet, more or less to a point distant 10 feet Southwesterly from the Southwesterly top of cut slope of an existing detention basin;

thence Easterly and Southeasterly, parallel to and 10 feet Southerly and Southwesterly from said top of cut 385 feet, more or less to a point that bears North 63° 00' West 50.0 feet from the Northwesterly line of Del Rio Court;

thence South 63° 00' East 50.0 feet to said Northwesterly line;

thence Northeasterly along said Northwesterly line 400.0 feet;

thence Northwesterly at a right angle to said Northwesterly line 20 feet, more or less to the toe of an existing levee;

thence Southwesterly and Westerly 220 feet, more or less to the Northeastern corner of an access ramp to the top of said levee;

thence Southerly 15 feet to the toe of the Southern corner of said access ramp;

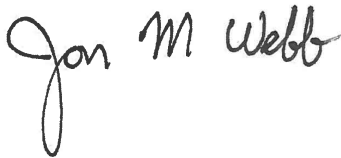
thence Westerly and Southwesterly along the toe of the fill for said access ramp and the toe of said existing levee 450 feet, more or less to a point that bears North 28° 00' East from the point of beginning of this description.

thence South 28° 00' West 30 feet, more or less to the TRUE point of beginning of this description.

Being 2.3 acres, more or less, of APN 009-030-056.

The basis of bearings for this description is the Map filed in Book 41 of Surveys at Pages 23 through 24 in the Office of the Napa County Recorder.

Prepared from record data and graphic plans prepared by Mead and Hunt, Inc. dated April 2011 under the direction of the undersigned on behalf of New Albion Surveys, Inc.



Jon M. Webb  
Licensed Land Surveyor No. 6709



**EXHIBIT B-1**  
**FLOODPLAIN ZONE**

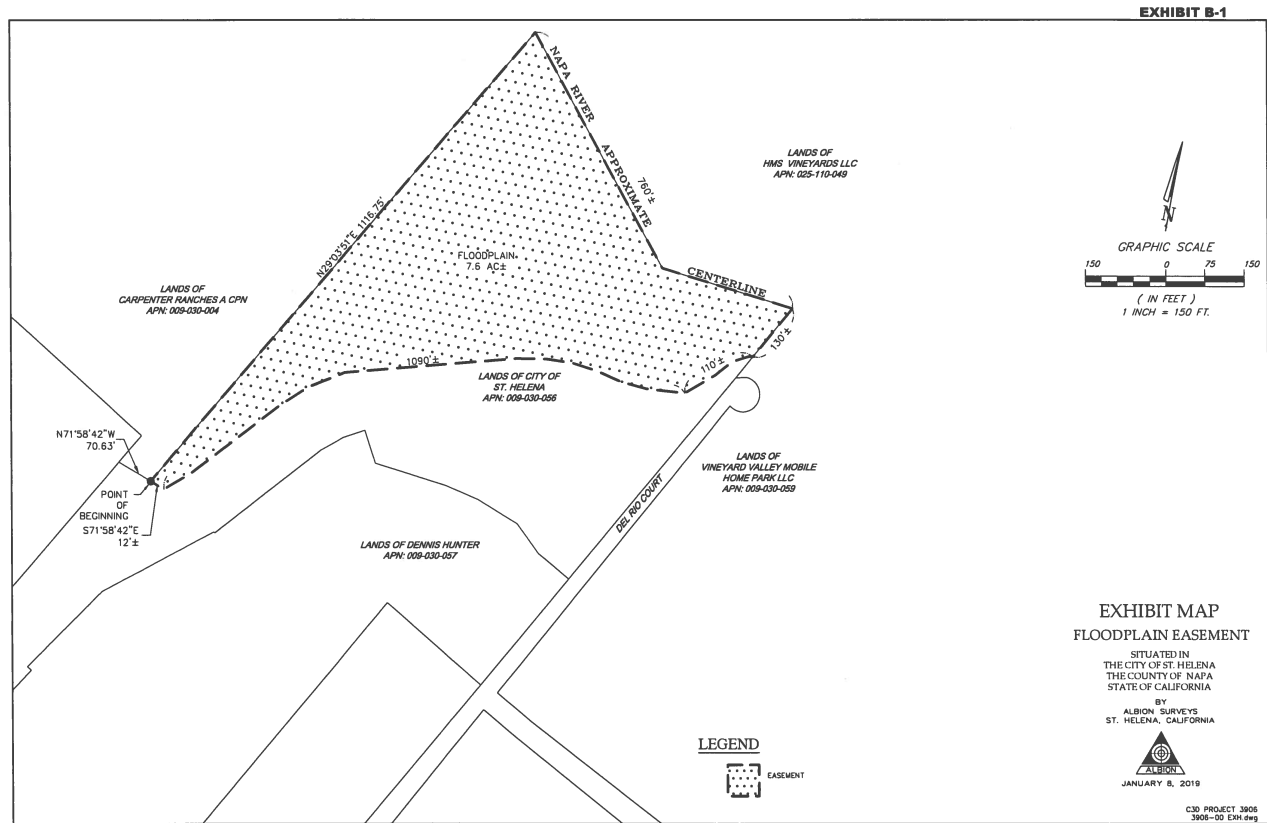


**EXHIBIT B-2**  
**FLOODWALL & LEVEE ZONE**

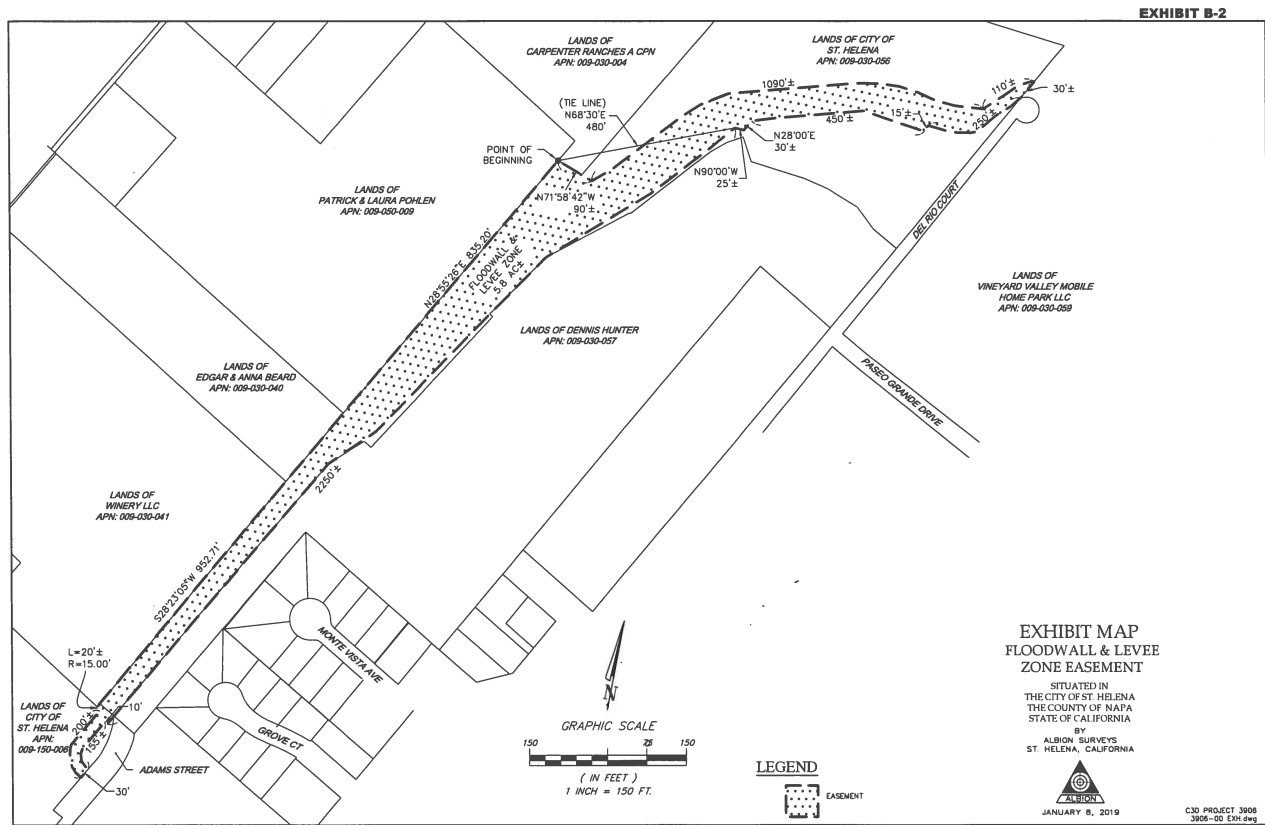


**EXHIBIT B-3**  
**DETENTION BASIN ZONE**

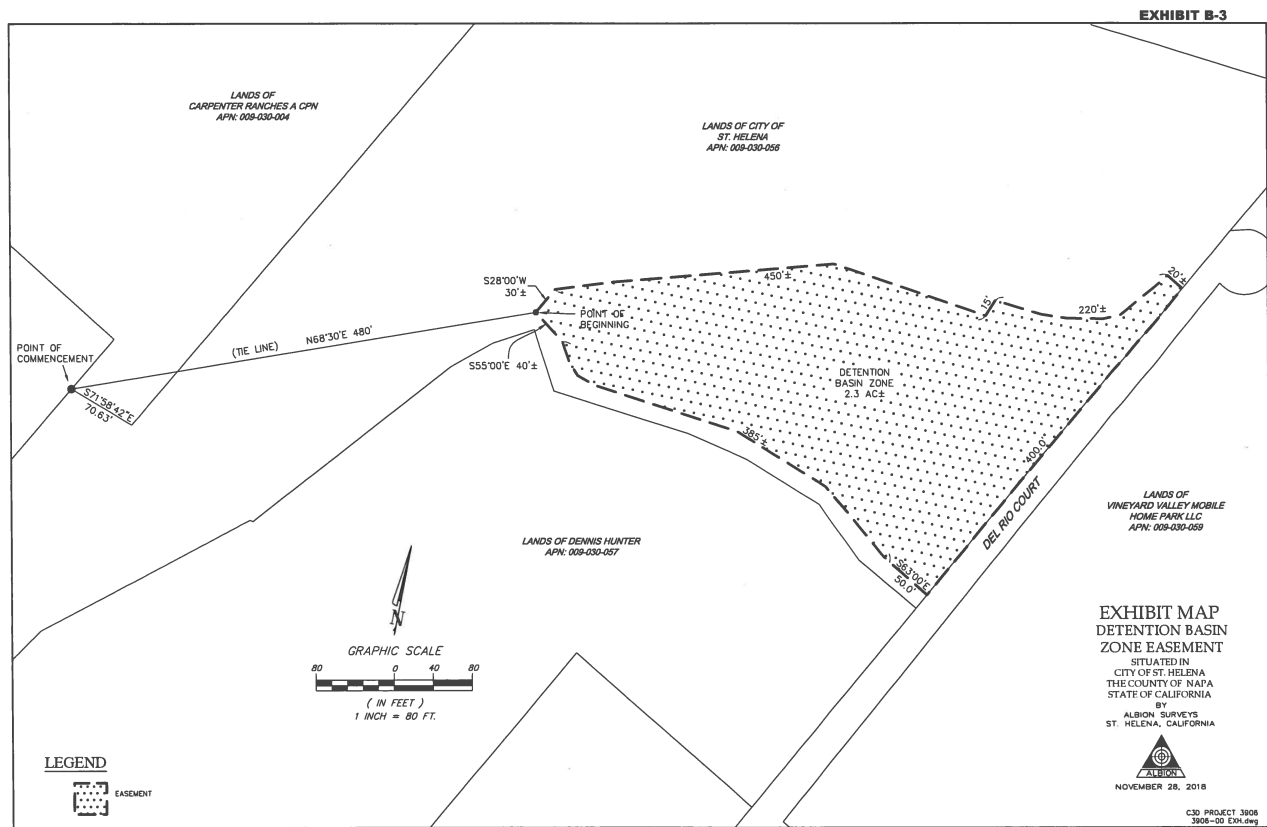


**EXHIBIT C**  
**DEPICTION OF FUTURE RECREATIONAL TRAIL**









Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: OLD BUSINESS**

**Subject: Consideration and Proposed Approval of a Resolution Affirming Support for the Upper Napa Valley Blue Zones Project and Appointing a Council Representative to Serve on the Upper Napa Valley Blue Zones Steering and Leadership Committee**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Mark T. Prestwich, City Manager

**Reviewed By:** April Mitts, Administrative Services Director

**Approved By:** Mark T. Prestwich, City Manager

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**DISCUSSION**

Blue Zones refer to communities around the world that have been recognized as having exceptional health and extreme longevity. Blue Zones, LLC is an Adventist Health affiliated organization that seeks to improve the health and well-being of communities across the United States, with a mission to "empower everyone, everywhere to live a better, longer life."

Adventist Health is in the middle of a three-year initiative to launch multiple Blue Zones Projects to improve the well-being of more than 75 communities on the west coast. The Upper Napa Valley Blue Zones Project is one of the first of these projects. The Upper Napa Valley Blue Zones Project is a multi-year effort that seeks to make recommendations and promote changes across a wide swath of the Upper Napa Valley community, including improving or optimizing city streets (smoking policies, bike lanes, sidewalks), public spaces (parks, walking paths), schools (cafeterias, safe walking paths to school), restaurants, grocery stores, employers, faith-based organizations, and community involvement. A key component of the Blue Zones project is to work closely with community leaders to understand key issues and work to identify sustainable policy changes.

The Upper Napa Valley Blue Zones Project seeks a Council representative to serve on the project's Steering and Leadership Committee.

**FISCAL IMPACT**

There is no direct financial impact associated with this item other than limited staff time allocated to lending support to the project.

**RECOMMENDED ACTION**

Adopt the proposed resolution and appoint a Council Member to the Upper Napa Valley Blue Zones Steering and Leadership Committee.

**ATTACHMENTS**

[Blue Zone Reso](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2021-**

**Resolution of the City Council of the City of St. Helena Affirming Support for the Blue Zones Project and Appointing a Council Representative to Serve on the Upper Napa Valley Blue Zones Steering and Leadership Committee**

**WHEREAS**, improving the overall well-being of the residents of St. Helena will improve productivity, lower healthcare costs, and improve the economy; and

**WHEREAS**, rates of obesity and healthcare costs have increased significantly and employers cite health and well-being as a concern with employees; and

**WHEREAS**, Blue Zones are communities that have been identified as having populations that live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life than the average; and

**WHEREAS**, the Upper Napa Valley Blue Zones Project is a community-wide, evidence based approach that seeks to improve the well-being of communities by applying best practices to make the healthy choice the easy choice through built environment, food, and tobacco policy change; environmental changes within worksites, schools, restaurants, grocery stores, and faith/civic organizations; and engagement activities that promote social support for healthy behaviors, volunteering, and purpose.

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

1. The City of St. Helena recognizes and supports the Blue Zones Project and urges staff to recognize and lend appropriate support to the Blue Zones Project so that the entirety of the City of St. Helena and the Upper Napa Valley may become a Blue Zone where residents live measurably longer and happier lives.
2. The City Council appoints \_\_\_\_\_ to represent the City Council and serve on the Upper Napa Valley Blue Zones Project Steering and Leadership Committee.

**Mayor Geoff Ellsworth:**

**Vice Mayor Paul Dohring:**

**Council Member Anna Chouteau:**

**Council Member Lester Hardy:**

**Council Member Eric Hall:**

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk



1320A Main Street  
St. Helena, CA 94574  
(707) 963-4456  
StHelena.com | @StHelenaCA

Dear Mayor, Vice Mayor, and Council,

The St. Helena Chamber of Commerce is pleased to offer its strong support for the Blue Zones Project Upper Napa Valley. We encourage Council and the City of St. Helena to adopt this resolution, affirming its support of Blue Zones Project in our community.

We are proud to have Blue Zones Project Upper Napa Valley headquartered in St. Helena. The St. Helena Chamber of Commerce supports Blue Zones Project initiatives to make St. Helena a better place to live, learn, work, and play which benefits not only residents but visitors to St. Helena.

Thank you for bringing this resolution forward and prioritizing the community and social health of St. Helena.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Carabba-Salazar".

Amy Carabba-Salazar  
CEO & President

A handwritten signature in black ink, appearing to read "Stephanie Iacobacci-Smithers".

Stephanie Iacobacci-Smithers  
CSO & Vice President





Report to the City Council  
Regular City Council - 12 Oct 2021

**Agenda Section: NEW BUSINESS**

**Subject: Consideration and Proposed Approval of a Resolution  
Temporarily Waiving Sign Fees for Business Recovery.**

**CEQA Exempt  
Determination:**

**Prepared By:** Maya DeRosa, Planning & Building Director

**Reviewed By:** April Mitts, Administrative Services Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

In September of this year, staff brought to the City Council for consideration a Business Recovery Strategy. As the Council continues to look for opportunities to assist the City's small businesses and revitalize the post-pandemic economic recovery, Council member Chouteau requested Council support her request that staff bringing forth a proposal to waive sign fees for a temporary period of time. Based on the support for this proposal from City Council, staff has prepared this item for further consideration and approval.

**DISCUSSION**

The City Planning and Building Department administers and processes sign permits. The current fee for a sign permit is \$500 and the fee for signs requiring Planning Commission approval is \$1,000, which does not include the required building permit fee. Recently the City has received some complaints from business owners who have paid sign fees that are more than the cost of the sign. The City is currently evaluating the recommended sign fee which will be incorporated into the Master Fee Schedule. Until the Master User Fee schedule is adopted and since many businesses are still trying to recover from the economic impact of the COVID-19 pandemic, it is recommended that all sign related fees be waived for an interim period of time through June 30, 2022, including the associated building permit fees. Business owners needing a new or revised sign would still need to complete a sign permit application and comply with the applicable sign code zoning standards.

**FISCAL IMPACT**

In the past 12 months, the City has received seven permit applications. The loss of sign permit revenue for the remainder of the fiscal year is not expected to have a significant fiscal impact.

**RECOMMENDED ACTION**

Staff recommends City Council approve the attached resolution.

**ATTACHMENTS**

[Resolution Waiving Sign Fees 10-12-2021 v2](#)

**CITY OF ST. HELENA**

**RESOLUTION No. 2021-**

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA WAIVING ALL  
FEES RELATED TO SIGN PERMITS THROUGH JUNE 30, 2022**

**RECITALS**

- A. The City desires to foster economic growth and investment in the City; and
- B. Due to COVID-19 and the associated economic impacts to businesses in the City, there is a need for the City to reduce economic burdens through eliminating various application fees; and
- C. The City is aware that the costs to obtain a sign permit in relation to the cost of the sign are burdensome for businessowners; and
- D. Eliminating all sign fees and related building permit fees for signs through June 30, 2022 would benefit economic recovery in the City and create incentive for new businesses to locate in St. Helena; and
- E. The temporary waiving of sign fees is consistent with the Business Recovery Strategy to stimulate new investment citywide; and

**RESOLUTION**

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

1. The City Council approves the waiving of all sign related fees through June 30, 2022.

Approved at a Regular Meeting of the St. Helena City Council on October 12, 2021, by the following vote:

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

APPROVED:

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Geoff Ellsworth, Mayor

ATTEST:

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Cindy Tzaopoulos, City Clerk