City of St. Helena
Regular City Council Meeting
Tuesday, October 26, 2021 @ 6:00 PM

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@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

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/89370277188
Or One tap mobile :
US: +16699006833,,89370277188# or +12532158782,,89370277188#
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 +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
Meeting ID: 893 7027 7188
International numbers available:
https://us02web.zoom.us/u/kbOPd743dy

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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.

5.1. Public Comment 15 - 22
Public Comment.Joshua Parke

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. Proclamation Recognizing the Fifth Annual Saint Helena Movember Mens' Health Month November 1st – November 30th, 2021 Presented to Chief of Police Chris Hartley 23

Estimated start time: 6:30 p.m.

Proclamation.Movember

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: 6:35 p.m.

9.1. Consideration and proposed approval of Regular Meeting Minutes of October 12, 2021. 25 - 30

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Approve

10-12-2021 Regular City Council - Minutes

9.2. Consideration and proposed approval of a Resolution authorizing: (1) purchase of a new Type 1 Fire Engine from Golden State Fire Apparatus, Inc. for a total not-to-exceed amount of $811,910.64; (2) authorize a transfer of $94,181.63 from the Public Safety Impact Fee Fund - Fund 216 to the Fire Department Engine Replacement Fund - Fund 593 for the purchase of the Type 1 Fire Engine; (3) authorize a budget increase of $811,910.64 to 593-4800-2630 in FY 2021-22 for the purchase of the Type 1 Fire Engine; and (4) authorize the City Manager to execute all related documents for the purchase of the Type 1 Fire Engine. 31 - 154

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector

Recommendation:

Adopt the attached resolution.

Staff Report - Pdf

9.3. Consideration and proposed approval of a resolution approving Amendment #2 STH Contract: FY2021-081 with Star Staffing in an amount of $25,000 for a total not-to-exceed amount of $75,000 for continued temporary staffing due to the City of St. Helena's water emergency. 155 - 176

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Approve the attached resolution.

Staff Report - Pdf

9.4. September 2021 Review and Forecasting of City Water Supply Availability 177 - 181

CEQA Determination: Exempt
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Receive and file.
Staff Report - Pdf

9.5. Consideration and Proposed Approval of a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same. 183 - 187

CEQA Determination: Not a CEQA project
Prepared By: Angela Cotton, Human Resources Manager
Recommendation:
Approve a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same.
Staff Report - Pdf

9.6. Consideration and proposed approval of a resolution: (1) approving Employment Agreement between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 30 to 40 hours per week effective October 27, 2021; (2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 10 hours per week increases the annualized base salary to $176,800; (3) establishing the local government fire and emergency base hourly rate to be $85.00 and the Average Actual Rate to be $91.50; (4) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and (5) approving a budget increase of $27,730 to Fire Department Salary and Benefits for the increase of hours from October 27, 2021 to June 30, 2021 and use of General Fund Unassigned Reserves of the same. (Staff Report Forthcoming). 189 - 201

CEQA Determination: Not a CEQA project
Prepared By: Angela Cotton, Human Resources Manager
Recommendation:
Staff recommends approval of the attached Resolution.
Staff Report - Pdf

10. PUBLIC HEARINGS

10.1. Consideration and proposed approval of a Resolution Approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 203 - 262

MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).

Estimated start time: 6:40 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).

Staff Report - Pdf

11. OLD BUSINESS

11.1. Informational Update on Water Advisory Board's Role and Experience in Reviewing Requests for Water Leak Penalty Waivers and Consideration of Proposed Resolution Providing for Administrative Approval of Specified Penalty Waiver Requests Meeting the Water Advisory Board's Established Criteria. 263 - 277

Estimated start time: 6:50 p.m.

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

Staff Report - Pdf
Public Comment.Glenn Smith

11.2. Consideration and Proposed Approval of a Resolution Adopting the City of St. Helena's Integrated Pest Management Policy 279 - 301

Estimated start time: 7:05 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff recommends the adoption of the Integrated Pest Management Policy.

Staff Report - Pdf
Public Comment.Megan Kaun
Integrated Pest Management Presentation CC

12. NEW BUSINESS

12.1. Status Report of City of St. Helena Issued Pop Up Temporary Use Permits 303 - 309

Estimated start time: 7:25 p.m.

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Receive report from staff.

Staff Report - Pdf
Pop Up Permits - PPT - CC

12.2. Fiscal Year 2021-22 First Quarter Finance Report 311 - 343

Estimated start time: 7:40 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Staff recommends the City Council receive and file the Q1 FY 2021-22 financial report.

Staff Report - Pdf
Q1 Powerpoint.

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

13.1.

November City Council Meetings: **11/9 (Staff reports due 10/22)** **11/23 (Staff reports due 11/5)**
Presentation
Arbor Day Proclamation - PW
STAFF BRIEFING:
Update on Waste Water Treatment Plant Upgrade Project (report every other month)
CONSENT:
11/23 Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)
PH or OLD / NEW BUSINESS:
11/9 Library Board Appointment
11/23 1420/1428 Allyn Avenue Appeal of PC Decision
OB OTSH consideration of loan request related to 963 Pope Street
December City Council Meetings: **12/14 (Staff reports due 11/19)** **12/28 (Staff reports due 12/10) – MTG CANCELLED**
PH or OLD / NEW BUSINESS:
12/14 OB Update Presentation on the Vine Trail alignment through St. Helena

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 9, 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 21, 2021.



Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

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

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

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

How to Watch or Listen to Council Meetings:

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

Watch Council Meeting by Joining the Zoom Meeting:

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

1. **Listen Only by Telephone:**
1. **Dial** the number listed on the Council Agenda.
2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participate ID is not required.**
3. To disconnect from the meeting, hang up the phone.

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

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

2. **Provide Comment through Zoom meeting from a computer, tablet, or smart phone**
This option allows the public to virtually attend the meeting as a muted 'attendee' with no video or screen sharing capabilities. You will be able to see and hear those participating in the meeting, but they will not be able to hear you until the host unmutes you.

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

The host will be notified that you've raised your hand and you will be placed in a queue with all incoming requests.
When it is your turn to speak, you will be notified that the host has unmuted you. To be removed from the queue, just click the '**raise hand'** button again.

3. **Call in to the ZOOM meeting from a cell phone or landline phone only**
This option allows the member of the public with the opportunity to verbally participate in public comment.

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

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

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

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

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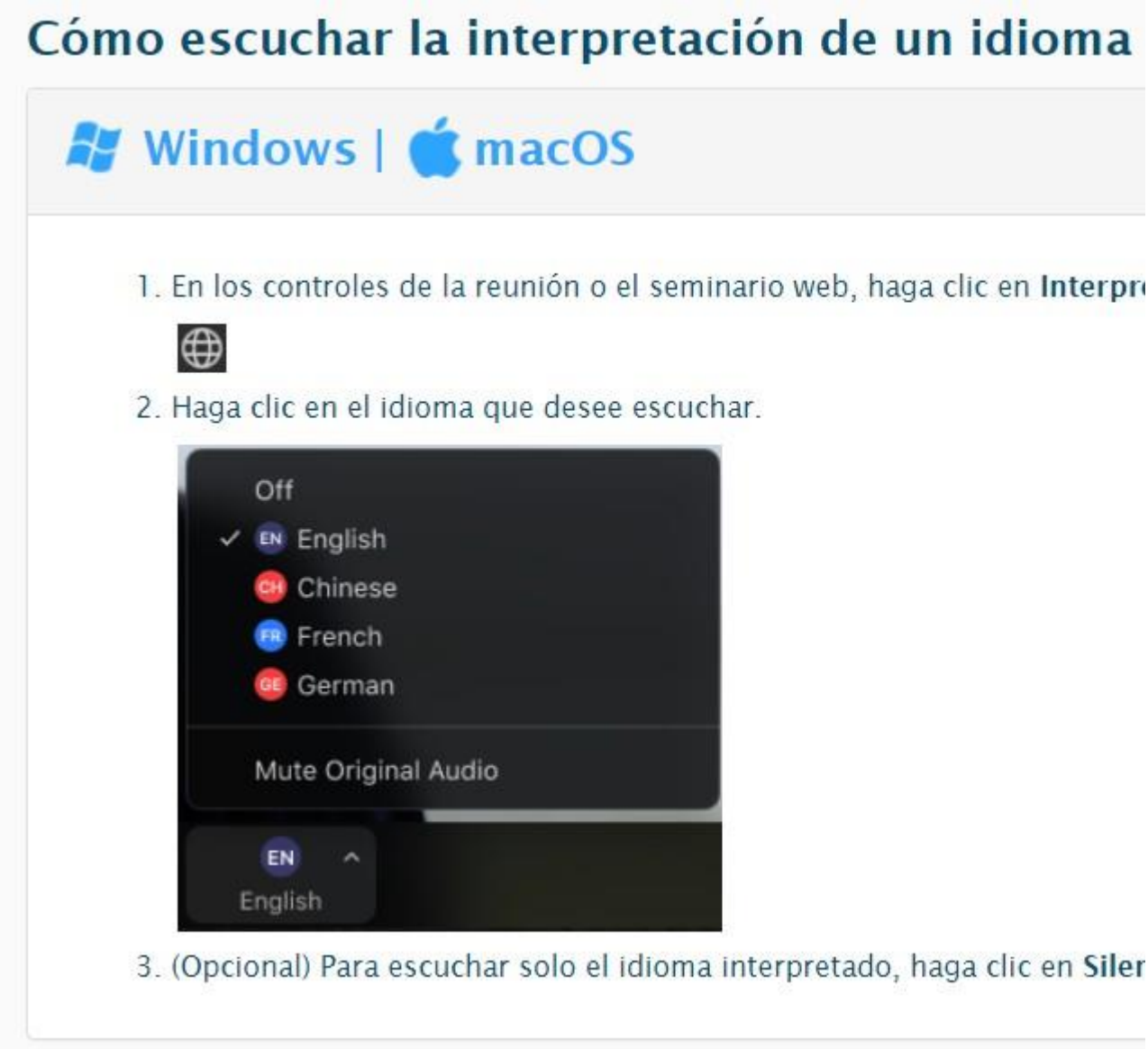
En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere la Sección 202 de la Ley de Estadounidenses con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

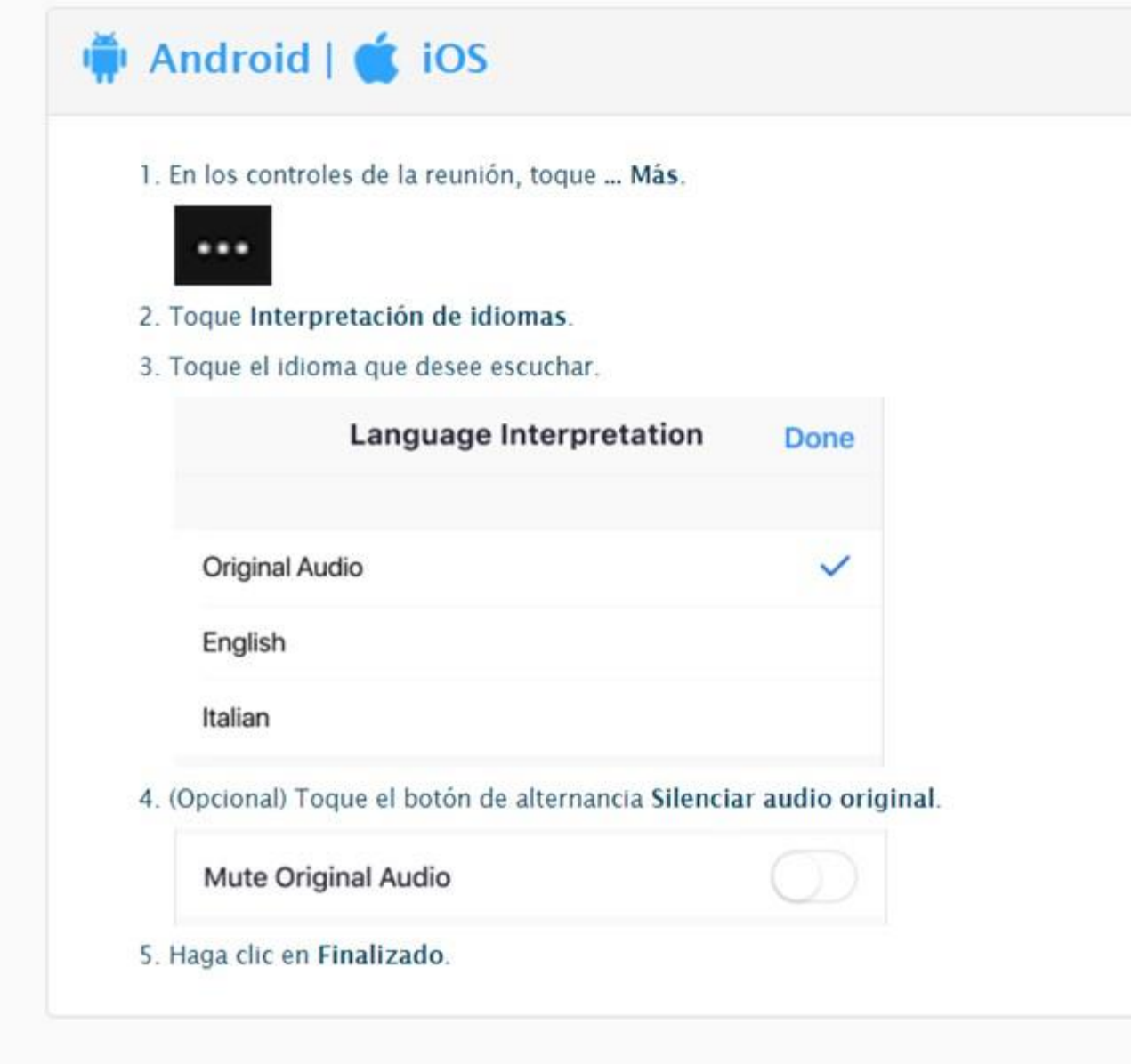
LA CIUDAD DE ST. HELENA ALIENTA LA PARTICIPACIÓN PÚBLICA EN LÍNEA EN REUNIONES VIRTUALES DEL CONSEJO DE LA CIUDAD

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

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

Vea la reunión del Consejo uniéndose a la reunión Zoom:

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

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

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

2. **Escuche solo por teléfono:**

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

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

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

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

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

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

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

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

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

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

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

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

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

From:	Joshua Parke
To:	Public Comment
Cc:	Mark Prestwich; Paul Dohring; Geoff Ellsworth; John Ponte; Daniel Hale; Eric Hall; Lester Hardy; Anna Chouteau; Autumn Anderson; Marika Rothfeld; Rosaura Segura; Ethan Walsh
Subject:	[External] Public Comment for October 26 City Council Meeting
Date:	Monday, October 25, 2021 7:46:54 AM

Council members and City Staff,

It has been 3 weeks since the attached communication was sent and we have received zero response, this is unconscionable. Frankly the eroded trust in our municipality amongst citizens is palpable.

To receive not so much as an acknowledgment of receipt speaks volumes. There are many examples of unequal code enforcement in our municipality and many impacted citizens from all sides of the isle. While these things may seem trivial at first glance a City is composed of a built environment, the built environment is dictated by code, and for most citizens their greatest point of engagement with staff in their time here will be when engaging with the permitting and building process.

The following email was sent on Oct. 4 to all council members, planning commission members, the city manager, and city attorney:

Writing to follow up regarding the questions we've posed to staff regarding the apparent zoning violations at 1509 Riesling. To date we haven't received a response from planning or building. We are writing here in hopes of now receiving a written response regarding enquires of the apparent zoning code violations. We did recently receive a forwarded email communication from Maya regarding development at the address so we are including council, planning and the city attorney as recipients of this email so clarifications can be provided as necessary.

Unequal enforcement of code has with good reason disincentivized citizens from pursuing projects with the City. It is also worth noting there is a general sense of fear of retaliation from staff within the design and construction community. We know of many who are afraid to speak up regarding issues with permitting, inspections, or communications do to the power wielded by staff in review and in the field.

I'd like to disclose that our residence is directly adjacent to the aforementioned property and this has provided a comprehensive view of the development over the past 21 months and gives a unique knowledge of what has transpired to date. Realizing the City is often in receipt of unfounded complaints I would like to emphasize that our enquiries to date have been made in order to receive clarifications regarding seemingly obvious zoning code violations in order to gain an understanding of the City's position and not to "complain". This understanding is necessary so we can revise our thinking regarding planning of projects with these zoning codes in mind. As a neighbor and citizen our enquiries were dismissed. As a design and building professional firm our enquires have gone without answers.

We have made multiple professional enquiries to the City regarding application of zoning codes and there have been multiple site visits by city officials as recently as September 20th as

mentioned in the fact sheet, yet the rear setback remains at 8 feet when code reads 20, the stream setback at 0 feet when the code reads 20, and the driveway cut at more than 28 feet when the code reads 20. We would like to understand if zoning standards have been amended, and if not why this has been allowed to proceed. City staff has been to the site multiple times over the course of the project and has to our knowledge not corrected obvious violations. One could surmise this is either due to negligence or a complicit relationship to the project (which we have witnessed between public works staff and developer staff), both of these options are alarming given the level of civic responsibility of public works and building/planning staff. These are explicitly simple violations, nothing more than a tape measure is required to confirm or contradict. If plans were submitted with false information there is no reason verification in the field would not bring inaccuracies to light.

As a design firm we have been held to the letter of the code in the past as have most all other firms who have engaged in designing projects in St Helena. Sometimes clarifications and enforcement are received after permit issuance at great expense to owners as well as professionals. In the past projects have been stopped and or not allowed to proceed based on inches of encroachment within setbacks. It is important that professionals are able to maintain a contemporary understanding of our municipalities codes and are able to enquire and receive information directly from staff in a kind and timely manner so we can proceed in advising clients with accurate and reliable information. It is also important that citizen's are able to proceed with projects on an equal footing within the guidelines of the code and gain clarifications from staff in a friendly and face forward manner.

While permits have not been finaled as stated in the fact sheet there have been repeated visits to the site by staff at which point many of the apparent violations could have been noticed and corrected in a more timely manner for the project. The tone of the fact sheet reads as though the development has been executed within code for it's duration and all is well. How many correction notices have been issued by staff to date? During one interaction my wife engaged in discussion with the City inspector regarding set backs. In this instance the inspector was unaware and asking the developer's employees if they had knowledge of what the utilities easement was on the plan. My wife clarified that it was an easement for a storm drain line. The inspector's response was that he didn't see why a deck couldn't be built over it and the decision would be up to Public Works. When asked about the vicinity of the deck touching the rear lot line she was told that the deck would step down from a 24" height down to grade at about three feet off the property line. When asked why that would be allowed as it would still be within the setback he responded by saying "this project has been permitted and this is not of your concern".

When we made calls to Public Works in February to ask about erosion control at the stream while fill was being imported to the site and distributed down the stream bank we received no response and no action was taken. It wasn't until requests made to the site foreman by us that erosion control was finally installed. Public works visited after that point at the behest of a request from another citizen.

In the interest of receiving clarification regarding the zoning violations of set backs and the City's lack of enforcement to date we are listing in line the obvious offenses in this correspondence. If we are misinterpreting the code, or have made mistakes in our assessments please let us know. It's important to emphasize that corrections at this point could have easily been avoided at many earlier passes and would have been far less costly to correct. The primary objective here is gain comprehensive understanding of the City's decisions to date

and be able to move forward understanding that either the zoning codes referenced have been changed, the City has decided not to enforce them in which case the general public needs to be aware so there can be equal application of code enforcement, or that we are misinterpreting code and the City has clarifications accordingly.

The apparent zoning violations to date are regarding the following codes:

17.40.060 Development standards.

17.112.060 Projections into required yards and setbacks.

17.136.060 Stream bank stabilization

17.124.070 Standards for driveways and access drives.

The project at 1509 Riesling has multiple points of structure encroachment into side yard and rear yard setbacks of several feet. The development standards set forth in 17.40.060 clarify setbacks as follows:

"C. Minimum standards for structures with a maximum height of twenty-five (25) feet or less:

1. Front setback 20 feet
2. Side setback 20 feet
3. Side yard 10 feet
4. Rear yard 20 feet"

While projections into setbacks are permitted in accordance with 17.112.060, these allowed projections are limited to structures less than 18” in height, the structures encroaching into the setbacks at the project are more than 18” in height. The code further clarifies that height of structures is measured from "natural grade”, which is defined as being prior to alteration. Measured from natural grade, there is no point at which the height of the deck where projecting into setbacks is less than 18”.

The exception mentioned in the fact sheet pertains to “surfaced areas constructed at grade”. Our understanding is that this pertains to stone pathways, and patios etc. not requiring a built structure. A deck requires a built structure.

I was able to have a conversation with planning to clarify our interpretation of the code as it pertains to setbacks and was told our interpretation of the code was correct and the plan submitted had the grade adjacent the deck at less than 18”. When I communicated this wasn’t case I was told a site visit was required but we heard nothing further. This was at the point of pier installations and prior to the installation of stringers and decking and had a correction been issued at this point the cost to correct would have been minimal. It is worth noting that in many areas the height of the deck is multiple feet above natural grade.

Can the City clarify why the deck is allowed to encroach into the rear yard with a height of over 2’ above natural grade and into the side yard with a height of over 2’ above natural grade?

-The project has the built structure of the deck (not a fence which is exempt in the code) that falls completely within the stream bank stabilization setback of 20’. The development standard

set forth in 17.124.070 states the following:

"The following provisions shall apply to all lots which are contiguous with or directly adjacent to an intermittent or perennial, stream or river as determined by the public works director at the time an application is made for a building permit,
subdivision map or other permit for development:
A. A building setback of twenty (20) feet shall be observed between a building or structure, except for an accessory building less than five hundred (500) square feet in area, and the top of stream, creek or river bank. “Top of the bank” means
the highest elevation of land which confines to their channel waters flowing in an intermittent or perennial, stream or river.”

In this instance the stream bank has been altered via land disturbance so the exact point of “top of bank” is difficult to pinpoint. However the structure of the deck has been constructed directly up to the edge of the stream bank in the side yard.

Has the City decided that they are no longer enforcing stream setbacks for development? Can the City please clarify why the structure of the deck is allowed to rest within the 20’ setback?

-Public works approved a permit for the revised driveway approach at the project. The current driveway approach after being corrected once for a handicap provision is now over 28’ wide which eliminates a parking space between the properties. The development standard set forth in 17.124.070 states the following:

" The standard residential driveway approach shall be a minimum of ten (10) feet in width and a maximum of twenty (20) feet as shown in the city of St. Helena Street, Storm Drain and Sidewalk Standards."

Can the City please clarify why the newly constructed driveway approach is allowed to be 28’ +?

Regarding the fact sheet produced by the City a few clarifications are as follows:

The verbiage of the fact sheet reads as though the project has been in compliance since it’s inception, this is not the case. I think it’s important to mention that a stop work order was issued March 10th of 2020 after work under permit BDR2001-010 was discovered to be well beyond permitted scope. The stop work order was issued due to the fact that a complete infrastructure and structural renovation was attempted under a like for like window and door replacement permit. The project was tagged in addition to other development projects by the same developer operating under similar inadequate permitting. The project remained closed until proper permits were submitted for and granted in June of 2020.

"Recently a storage shed for pool equipment was placed in a temporary location on the property. Since the structure is less than 120 s.f., codes do not require a building permit. The shed will be moved to a permanent location with a setback of at least 3.5 feet from side yard (minimum 3 feet required). "

The shed was permanently built 10’ within the required 20’ side setback. After we informed the builder of the code violation and a notification to the City the shed was then moved to 20’ from the sidewalk not the actual property corner. After then being notified the shed was still in violation the shed was moved completely out of the 20’ setback requirement. Due to our vicinity to the project we know this as fact and it was not merely placed temporarily.

"Deck Setback and height concern: Pursuant to SHMC Section 17.112.060 (B) , “Open floor space areas not exceeding eighteen (18) inches in height may extend into the required yard for a distance of not more than one-half the width of the yard required by the zoning district requirements. These limitations shall not apply to patios, walks, or other similar types of surfaced areas when constructed at grade."
The approved plans indicate that the deck was built at no more than 18 inches above grade, and based on the above standard, the deck was allowed to extend 10 feet into the rear yard setback and then beyond that, the deck dropped to at grade."

Heights of structures are measured from natural grade. The deck after having been removed from the city storm easement is currently 12’ within the rear 20’ setback at it’s closest point and the height of the deck is more than 18”.

"*Pool filled with City water concern: Pool permit BD2104-006 was issued on 4/9/2021. The City is verifying the source of the water. “*

This site is well within view of a popular walking path. This concern may be referring to the draining and refilling of the pool that occurred in summer of 2020.

"Vegetation removed from the creek: A field visit on 9/20 by the Public Works Director and Building Official noted no vegetation removed or violations. “

This statement is confusing. All vegetation was removed from the creek for the majority of the parcel line for construction of a fence. The stream bank is currently bare dirt in this area. Please explain.

Deck backed up to a fence-hazard concern: Staff is uncertain of the hazard concern alleged, but the location of the deck in proximity to the fence does not constitute a violation of any applicable codes.

A deck with no railing well within view of the street was placed more than 6’ above the stream bed directly on the stream bank, separated by a fence below railing height and within inches of the edge of deck that is serving as a retaining wall at the creek side. Subsequently a barrier has been placed on one side of the deck. The deck is 2’ below the top of the fence and the fence is 6’ above natural grade.

Erosion control concerns: A field visit on 9/20 by the Public Works Director and Building Official noted no erosion control issues or violations.

This statement is confusing as the stream bank has been scrapped to bare dirt and fence posts are within the stream footprint. Normally vegetation would not be completely removed and if so some semblance of restoration measures would be in place post construction. Please explain.

We've include all the complete code references and pertinent definitions below for your reference. Thank you for taking time to review the matter, we look forward to your response.

Regards,

Joshua Parke
Design Principal | Zwischen Studio
O 707.968.7207
C 206.218.5615

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17.112.060 Projections into required yards and setbacks.
Projections may be permitted into required yards and setbacks in accord with the following:
A. Architectural features (bay windows, eaves, fireplaces, chimneys, sills, etc.) less than fifteen (15) feet in length may extend into any required yard or setback for a distance of not more than two feet.
B. Open floor space areas (open decks, unenclosed porches, unenclosed balconies, fire escapes, landings, steps) may extend into any required front setback or side setback for a distance of not more than six feet. Open floor space areas not exceeding eighteen (18) inches in height may extend into the required yard for a distance of not more than one-half the width of the yard required by the zoning district requirements. These limitations shall not apply to patios, walks, or other similar types of surfaced areas when constructed at grade. Ramps, railings, lifts and other similar open floor space areas or facilities used for handicapped access shall be exempt from the regulations of this subsection when approved by the planning director.
C. Landscape features and structures such as ornamental gate archways having a height of not more than eight feet, planters, light standards, windbreaks, sun screens, outdoor fireplaces, ponds, ornamental fixtures, flagpoles, arbors, trellises/pergolas less than eight feet tall or covering less than sixty (60) square feet, trees, shrubs, and similar features shall not be subject to the provisions of this chapter except where such features are determined by either the city building inspector or planning director to be dividing instrumentalities, buildings or structures.
D. Fences, hedges, walks, landscaping (see Chapter 17.120), landings, steps and signs when constructed or installed in compliance with the provisions of this title are permitted in required yards or setbacks.
E. The height of patios, decks, walls, fences and other landscape structures shall be measured from natural grade. (Ord. 05-4 § 1 (part))

17.136.060 Stream bank stabilization.
The following provisions shall apply to all lots which are contiguous with or directly adjacent to an intermittent or perennial, stream or river as determined by the public works director at the time an application is made for a building permit, subdivision map or other permit for development:
A. A building setback of twenty (20) feet shall be observed between a building or structure, except for an accessory building less than five hundred (500) square feet in area, and the top of stream, creek or river bank. "Top of the bank" means the highest elevation of land which confines to their channel waters flowing in an intermittent or perennial, stream or river. Where the average depth of the bank is eight feet or greater, the required setback from the toe of the

stream bank shall be two times the depth of the bank plus twenty (20) feet unless special provisions for bank stabilization are installed as approved by the public works director. (Prior code § 27.275)

17.124.070 Standards for driveways and access drives.

A. Residential Driveways. A residential driveway provides direct vehicular access from a public street, or a private street developed to city standards, to the required parking for an individual dwelling unit. That portion which connects a residential driveway to the street is a driveway approach and is typically located in the right-of-way. The intent of these standards is to provide for emergency vehicle and/or fire equipment access:

1. A residential driveway shall have a minimum length of twenty-four (24) feet (measured from the property line) which may be reduced to not less than twenty (20) feet in length if a roll-up garage door or carport is utilized. A residential driveway shall have a minimum width of ten (10) feet. The standard residential driveway approach shall be a minimum of ten (10) feet in width and a maximum of twenty (20) feet as shown in the city of St. Helena Street, Storm Drain and Sidewalk Standards.

"Deck" means platform requiring ground supports usually extending from the main wall of the structure and used as exterior floor space.

Erosion, Soil. "Soil erosion" means the detachment and movement of soil or rock fragments, or the wearing away of the land surface by water, wind, ice and gravity.

Grade, Average. "Average grade" means the average of the finished ground level (finished grade, as defined herein) at the outermost corners of a building (or building segments of stepped or terraced buildings (see: "Building, height of").

Grade, Finished. "Finished grade" means the elevation of the ground surface in its final state, after manmade alterations.

Grade, Natural. "Natural grade" means the elevation of the ground surface in its natural state, before manmade alterations.

"Setback" means the distance by which any use, building or structure is required to be removed from a property line contiguous to a public or private right-of-way (excluding alleys), except for such encroachments as are specifically permitted by this title.

Setback, Front. "Front setback" means the shortest horizontal distance by which any use, building or structure is required to be removed from the front lot line, except for such encroachments as are specifically permitted by this title. The front lot line is normally the shorter of any lot lines which border a street. See "Lot line, front."

Setback, Rear. "Rear setback" means the shortest horizontal distance by which any use, building or structure is required to be removed from the rear lot line, except for such encroachments as specifically permitted by this title.

Setback, Side. "Side setback" means the shortest horizontal distance by which any use, building or structure is required to be removed from the side lot line on a corner lot which is contiguous with a street, except for such encroachments as are specifically permitted by this title. The side lot line is normally the longer of any lot lines which border a street. See "Lot line, side" and "Lot, corner."

“Structure” means anything constructed or erected, except fences, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground. (Note: All buildings are structures, but not all structures are buildings. See “Building.”)

“Yard” means an open space established in relation to interior lot lines which is required under the provisions of this title, other than a court, on the same lot with a building, which open space shall be unoccupied and unobstructed from the ground to the sky, except for such encroachments as are specifically permitted in this title.

Yard, Rear. “Rear yard” means an open space extending the full width of an interior lot or from the interior side lot line to the side setback in the case of a corner lot, between the principal building and the rear lot line, measured perpendicular to the building to the closest point of the rear lot line. Such rear yard shall be unoccupied and unobstructed from the ground to the sky, except for such encroachments as are specifically permitted by this title.

Yard, Side. “Side yard” means an open space extending from the front setback to the rear yard, between the principal building and the adjacent interior side lot line, measured perpendicular to the building to the closest point of the adjacent exterior side lot line. Such side yard shall be unoccupied and unobstructed from the ground to the sky, except for such encroachments as are specifically permitted by this title.

“Easement” means a limited right of one person or class of persons to use real property owned or occupied by another, which right is described specifically as to location and entitlement to use.

City of St. Helena
PROCLAMATION

Fifth Annual Saint Helena Movember Mens' Health Month
November 1st – November 30th, 2021

WHEREAS, Prostate cancer is the second most common cancer in men in the US., and Testicular cancer is the most common cancer in young men aged 15-34 in the US., and Around 1 in 4 adults in the US will experience a mental health problem in a given year; and

WHEREAS, Numerous studies have shown that early detection of any form of cancer is instrumental in combatting the disease, and since using early detection tests for prostate cancer became fairly common in the United States around 1990, the prostate cancer death rate has dropped; and

WHEREAS, the American Cancer Society ® recommends prostate cancer screenings for men of average risk who are 50 years old or higher, men of high risk who are 45 years or older, and men of even higher risk (those with two or more direct relatives who have had prostate cancer) who are 40 years and older; and

WHEREAS, the key to educating people about the benefits of early detection through routine exams is creating awareness campaigns designed to stimulate conversation; and

WHEREAS, the Movember movement, which began in 2003 has raised over $650 million and funded over 1,000 programs focusing on prostate cancer, testicular cancer, poor mental health and physical inactivity in men;

NOW, THEREFORE, be it resolved that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim November 1st through November 30th, 2021 Movember – Men's Health Month.

Dated: October 26, 2021

_____

Geoff Ellsworth, Mayor
City of St. Helena

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 12, 2021 @ 6:00 PM

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

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

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF THE AGENDA

4.1 Adoption of the agenda

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

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

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

5. PUBLIC FORUM:

No public comment was received.

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

Reports were made by staff and City Council.

Council Member Chouteau requested that Fire Chief John Sorensen review speed calming measures in the community, request recommendations from the Napa

County Bike Coalition, report out to the Active Transportation and Sustainability Committee and bring back a presentation to City Council. Vice Mayor Dohring agreed.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

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

The proclamation was received by Tracy Lamb, NEWS Executive Director.

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

The proclamation was received by Paige Pohlers Meek, Executive Director of the Friends & Foundation.

8. STAFF BRIEFING

8.1 None

9. CONSENT ITEMS

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

9.1 Consideration and proposed approval of Regular Meeting Minutes of September 28, 2021

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.

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.

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.

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

Council Member Anna Chouteau moved to approve Consent items 9.1 through 9.3. The motion was seconded by Council Member Lester Hardy and on roll

call carried by the following vote:

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

10. PUBLIC HEARINGS

10.1 None

11. OLD BUSINESS

11.1 Consideration and 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
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.

City Attorney Ethan Walsh reported on the item.

No public comment was received.

Vice Mayor Paul Dohring moved to move approval of the staff recommendation. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

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

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

City Attorney Ethan Walsh reported on the item.

Lena Pollastro of the Land Trust of Napa County addressed the City Council.

Nancy Dervin and citizen addressed the City Council for public comment.

Vice Mayor Paul Dohring moved to approve the staff recommendation. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

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

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.

City Manager Mark Prestwich reported on the item.

It was the consensus of the City Council to appoint Vice Mayor Dohring to serve as a liaison on the Upper Napa Valley Blue Zones Steering and Leadership Committee.

Joaquin Razo, Executive Director at Blue Zones Project - Upper Napa Valley and citizen addressed the City Council.

Mayor Geoff Ellsworth moved to adopt the proposed resolution and appoint Vice Mayor Dohring to the Upper Napa Valley Blue Zones Steering and Leadership Committee. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

11.4 Informational Report on City Hall/Police Station Relocation to Napa Valley College Upper Valley Campus (Oral Report)

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

Assistant to the City Manager Preya Nixon reported on the item.

No public comment was received.

12. NEW BUSINESS

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

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:
Staff recommends City Council approve the attached resolution.

Planning & Building Director Maya DeRosa reported on the item.

No public comment was received.

Vice Mayor Paul Dohring moved to adopt the staff recommendation (with the waiver expiring June 30, 2022) and prior to the expiration, bring forward an item in early June 2022 to evaluate potential extension for twelve additional months. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

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

13.1 **October City Council Meetings:**

10/26 (Staff reports due 10/8)
Presentation
10/25 Movember Proclamation
CONSENT:
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
PH or OLD / NEW BUSINESS:
10/26 OB Report back on temporary pop up activity
10/26 OBIntegrated 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)**
Presentation
Arbor Day Proclamation - PW
STAFF BRIEFING:
Move to November - Update on Waste Water Treatment Plant Upgrade Project (report every other month)
CONSENT:
11/23 Review and Forecasting of City Water Supply Availability with water produced information from August 2021. (Second meeting of each month)
PH or OLD / NEW BUSINESS:
11/9 Library Board Appointment
11/9 Overview of General Plan Climate Action Initiatives

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:28 p.m.

The October 12, 2021 regular City Council meeting minutes was approved at the October 26, 2021 regular City Council meeting.

APPROVED: **ATTEST:**

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a Resolution authorizing: (1) purchase of a new Type 1 Fire Engine from Golden State Fire Apparatus, Inc. for a total not-to-exceed amount of $811,910.64; (2) authorize a transfer of $94,181.63 from the Public Safety Impact Fee Fund - Fund 216 to the Fire Department Engine Replacement Fund - Fund 593 for the purchase of the Type 1 Fire Engine; (3) authorize a budget increase of $811,910.64 to 593-4800-2630 in FY 2021-22 for the purchase of the Type 1 Fire Engine; and (4) authorize the City Manager to execute all related documents for the purchase of the Type 1 Fire Engine.**

CEQA Determination: **Not a CEQA project**

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In accordance with the City of St. Helena Fire Department vehicle replacement schedule, Type 1 pumpers and ladder trucks are to be replaced at 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 which has exceeded its planned 20-year useful service life.

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.

DISCUSSION

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.

St. Helena Municipal Code (SHMC) Title 3 Revenue and Finance – Section 3.04.140 B. Sole Source Purchases provides, “Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer.”

Additionally, SHMC Section 3.04.150 Cooperative purchasing with other agencies provides, “The bidding requirements of Section 3.04.100 shall not apply to the purchase of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal government agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto our join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared and awarded by another public, local, state or federal government agency.”

In accordance with Sections 3.04.140 of the SHMC, the recommended vendor, Golden State Fire Apparatus, Inc., is the sole source vendor for Pierce Manufacturing, Inc. equipment (Attachment 1).

Additionally, Pierce Manufacturing, Inc. was awarded a four-year contract through Sourcewell, a part of the National Joint Powers Alliance (NJPA) for the sale of firefighting apparatus, with related equipment, accessories, and supplies. The contract with Sourcewell has undergone the competitive bidding process, is considered cooperative purchasing, and is valid through April 16, 2022 (Attachment 2).

Funding for the type 1 pumper engine will come from three sources:

(1) St. Helena Volunteer Fire Department Association (Association) - $217,729.01. This donation will be deposited into Fund 593 to be used towards the purchase of the Type 1 pumper engine. In accordance with City Council Policy *P-FI-0020 Donation Policy,* on October 12, 2021, the City Council accepted the donation from the Association.

(2) Engine Replacement Fund (Fund 593) - $500,000.00. This fund is funded by out-of-county strike-team reimbursements from the California Office of Emergency Services. All reimbursements for vehicles and equipment plus an additional 10% of all personnel and

vehicle charges for an incident are deposited into this Fund. These funds are designated for the repair/replacement of Fire Department vehicles and equipment. The current balance in Fund 593 (not including the donation from the Association) is $615,000.

(3) Public Safety Impact Fee Fund (Fund 216) - $94,181.63. As with other impact fee funds, the purpose of the Public Safety Impact Fee Fund is to protect public health, safety, and general welfare by providing for adequate public facilities and funds are collected to mitigate the impacts of planned new development on City Facilities. 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.

Upon receipt of the new Type 1 engine, Engine 317 (purchased in 1996) will be sold as surplus to the highest bidder among all California Fire Departments which complies with the City Council Policy *P-FI-0021 Sale of Surplus Supplies, Equipment, or Personal Property*. Notification of the sale will be made via email through California Office of Emergency Services Area Coordinators.

FISCAL IMPACT

The total costs to purchase the new Type 1 engine is $811,910.64, which includes:

Item	Amount
Type 1 Purchase Price	788,773.95
Tax	61,876.92
CA Tire Fee	10.50
Subtotal	*850,661.37*
Sourcewell GPO Consortium Discount	(12,160.96)
100% Pre-Payment Discount	(26,589.77)
TOTAL	***811,910.64***

Funds for the purchase of the engine will come from three funding sources:

Source	Amount
Fire Department Engine Replacement Fund - Fund 593	500,000.00
Public Safety Impact Fee Fund - Fund 216	94,181.63
Fire Department Association Donation	217,729.01
TOTAL	***811,910.64***

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

Attachment 1 - Sole Source
Attachment 2 - Sourcewell Contract Overview (3)
Attachment 3 - Saint Helena FD - 100% Pre-Payment - Formal Proposal - 9-11-21
Attachment 4 - Resolution to Purchase Type 1 Engine

PIERCE MANUFACTURING INC.

AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

January 1, 2021

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Golden State Fire Apparatus, Inc. is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the California counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Golden State Fire Apparatus, Inc. is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in Sacramento, CA.

Please contact Golden State Fire Apparatus, Inc. direct for Sales support or visit their website for more information at www.goldenstatefire.com.

Sincerely,

Dan Meyer
Director, Strategic Development & Sales

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Pierce Manufacturing Inc.

Authorized Signatory's Title VP Finance

VENDOR AUTHORIZED SIGNATURE

Michael E Pack
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
#022818 FIREFIGHTING
The National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 02/28/2018 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

1/12/2018

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **12th** DAY OF **January, 2018**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

NATIONAL JOINT POWERS ALLIANCE
#022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES
Proposals Due 4:30 pm
February 28, 2018
REQUEST FOR PROPOSALS

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: http://www.njpacoop.org/oregon-advertising.
Published Jan. 12, 2018 11469919

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11469919
Client Reference No:

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State
The State Media Company
NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0003472098	Public Notice The National Joint Powers Alliance (NJPA), on behalf of NJ

Attention: Carol Jackson

NATIONAL JOINT POWERS ALLIANCE
PO BOX 219
STAPLES, MN 56479

Public Notice

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.
3472098

State of South Carolina

County of Richland

Personally appeared before me, Lauren Libet, VP of Advertising of THE STATE, and makes oath that the advertisement, was inserted in The State, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertions

Published On:
January 11, 2018

Lauren Libet
VP of Advertising

Subscribed and sworn to before me on this 11th day of January in the year of 2018

Allison Branham
Notary Public
My Commission Expires:
5/8/2027

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
NATIONAL JOINT POWERS ALLIANCE, Accounting Dept PO BOX 219 STAPLES MN 56479	9001496962
	DATE: 1/11/2018

ACCOUNT NAME
NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE	ORDER # / INVOICE NUMBER
2188945483	0001190429 /

PUBLICATION SCHEDULE
START 01/11/2018 END 01/11/2018

CUSTOMER REFERENCE NUMBER
RFP for Advertisement (Firefighting Apparatus)

CAPTION
PUBLIC NOTICE The National Joint Powers Alliance (NJPA), on behalf of NJPA and its c

SIZE	
38 LINES	1 COLUMN(S)

TIMES	TOTAL COST
3	87.46

PUBLIC NOTICE

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.
1190429 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **PUBLIC NOTICE The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, high** FOR **NATIONAL JOINT POWERS ALLIANCE,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/11/2018 End 01/11/2018

DATE 1/11/2018 SIGNATURE LGudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11TH DAY OF JANUARY IN THE YEAR 2018

BY LORI GUDMUNDSON .

VIRGINIA CRAFT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/12/2018
Commission # 672963

Virginia Craft
NOTARY PUBLIC SIGNATURE

Cooperative Purchasing

Procurement Process
About Us
Affiliations & Relationships
Become a Member
Member Resources
Become a Vendor
Get to Know NJPA
Current & Pending Solicitations
- Indefinite Quantity Construction Contracting Systems and related services
- Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
- Multi-Function Copiers, Printers, and Equipment
- Express Courier, Overnight, Ground Delivery Logistics Services
- Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
- Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
- Pest Management with Related Products and Services
- Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies
- Public Safety and Emergency Management Related Equipment, Supplies, and Services

-Firefighting Apparatus, with Related Equipment, Accessories, and Supplies

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

Pre-Proposal Conference: February 14, 2018 at 10:00 am CT
Sealed proposals due: February 28, 2018 at 4:30 pm CT

Proposals will be publicly opened: March 1, 2018 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
   National Joint Powers Alliance:
   Attn: Contracts and Compliance Department
   202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

RFP Document Request Form (this will redirect you to a page to download the documents):

Vendor Name: *
Vendor Address: *
Vendor City: *
Vendor State: *
Vendor Zip Code: *
Contact Name: *
Contact email: *
Vendor Phone Number: *

Submit

PUBLIC NOTICES

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of

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The New York State Contract Reporter

NYSCR.ny.gov

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This document printed
Thursday, 01/11/2018

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Firefighting Apparatus, with Related Equipment, Accessories, and Supplies
Agency: National Joint Powers Alliance
Division: Procurement Department
Contract Number: 022818
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 01/12/2018
Due Date/Time: 02/28/2018 4:30 PM Central Time
County(ies): All NYS counties
Classification: Miscellaneous - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

Contact Information

Primary contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org

Submit to contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org

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National Joint Powers Alliance®

Bid RFP #022818 - Firefighting Apparatus, with Related Equipment, Accessories, and Supplies

Bid Type	**RFP**
Bid Number	**022818**
Title	**Firefighting Apparatus, with Related Equipment, Accessories, and Supplies**
Start Date	**Jan 11, 2018 11:36:54 AM CST**
End Date	**Feb 28, 2018 4:30:00 PM CST**
Agency	**NJPA**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@njpacoop.org 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Questions
0 Questions
[View/Ask Questions]

Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national
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Delivery Information

Chris Robinson, NJPA 202 12th St NE, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date	**Feb 14, 2018 10:00:00 AM CST**
Location	**Web Conference**
Notes	**Pre-proposal information will be sent two days prior.**

Documents

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2018 © | The Public Group, LLC. All rights reserved.

The Public | Group™

Notice

Basic Information

Estimated Contract Value (CAD)	$999,999,999.00 (Not shown to suppliers)
Reference Number	0000075478
Issuing Organization	National Joint Powers Alliance
Solicitation Type	RFP - Request for Proposal
Solicitation Number	022818
Title	Firefighting Apparatus, with Related Equipment, Accessories, and Supplies
Source ID	PP.CO.USA.868485.C88455

Details

Region	All of Canada, All of Canada
Purchase Type	Term: 2018/04/16 12:00:00 AM CDT - 2022/04/15 12:00:00 AM CDT
Description	The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

Dates

Publication	2018/01/11 12:18:56 PM CST
Question Acceptance Deadline	2018/02/21 04:30:00 PM CST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2018/02/28 04:30:00 PM CST

Contact Information

Procurement Department
218-894-1930
rfp@njpacoop.org

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	Lump sum
Pricing	Lump sum

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
Merx RFP File.docx [docx]	12 Kb	2018/01/11 12:18:24 PM CST	English

Categories

Selected Categories

GSIN (59)	
G	**Goods** Goods
N42	**Firefighting, Rescue, And Safety Equipment** Firefighting, Rescue, And Safety Equipment
N42	**Fire Fighting Equipment** Fire Fighting Equipment
N4200	**FIREFIGHTING, RESCUE AND SAFETY EQUIPMENT** Firefighting, rescue and safety equipment
N4210	**FIRE FIGHTING EQUIPMENT** FIRE FIGHTING EQUIPMENT
N4210A	**ALARM, AUTOMATIC SPRINKLER** ALARM, AUTOMATIC SPRINKLER
N4210B	**GROUND FIRE FIGHTING EQUIPMENT** GROUND FIRE FIGHTING EQUIPMENT
N4210BD	**HOSE, RUBBER LINED COTTON AND UNLINED LINEN (FIRE FIGHTING, GROUND)** HOSE, RUBBER LINED COTTON AND UNLINED LINEN (FIRE FIGHTING, GROUND)
N4210E	**HYDRANTS, FIRE** HYDRANTS, FIRE
N4210F	**EXTINGUISHERS, FIRE, MARINE ONLY** EXTINGUISHERS, FIRE, MARINE ONLY
N4210K	**PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND)** PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND)
N4210N	**EXTINGUISHER AGENTS** EXTINGUISHER AGENTS
N4210NB	**FOAM LIQUID CONCENTRATE, FIRE EXTINGUISHING AGENT, CGSB 28-GP-28A, DND QPL** FOAM LIQUID CONCENTRATE, FIRE EXTINGUISHING AGENT, CGSB 28-GP-28A, DND QPL
N4210P	**FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY** FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY
N4210PA	**TRACKED VEHICLE, FIREFIGHTING** TRACKED VEHICLE, FIREFIGHTING
N4210PB	**TRAILER, FIRE PUMPER** TRAILER, FIRE PUMPER
N4210PC	**TRUCK, FIRE, CRASH** TRUCK, FIRE, CRASH
N4210PD	**TRUCK, FIREFIGHTING** TRUCK, FIREFIGHTING
N4210W	**FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS** FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS
N4210X	**FIREFIGHTING EQUIPMENT (MARINE)** FIREFIGHTING EQUIPMENT (MARINE)
N4210Y	**FIREFIGHTING EQUIPMENT, ARMOURED FIGHTING VEHICLE, S.M.P.** FIREFIGHTING EQUIPMENT, ARMOURED FIGHTING VEHICLE, S.M.P.
N4210Z	**FIREFIGHTING EQUIPMENT ACCESSORIES, MARINE ONLY** FIREFIGHTING EQUIPMENT ACCESSORIES, MARINE ONLY
N4220	**MARINE LIFE SAVING AND DIVING EQUIPMENT** Marine Lifesaving and Diving Equipment Includes Diving and Salvage Apparatus, including Pressurized Divers' Suits; Rescue Nets, Buoyant; Inflatable Life Vests; Life Rafts.
N4220A	**CHAMBER, RECOMPRESSION, DIVER AND HYPERBARIC DIVING SIMULATION** CHAMBER, RECOMPRESSION, DIVER AND HYPERBARIC DIVING SIMULATION
N4220B	**COMPRESSORS, UNDERWATER BREATHING APPARATUS** COMPRESSORS, UNDERWATER BREATHING APPARATUS

GSIN (59)	
N4220D	**DIVING EQUIPMENT SET** DIVING EQUIPMENT SET
N4220DA	**DIVING EQUIPMENT SET, AQUA-LUNG AND MISCELLANEOUS PARTS** DIVING EQUIPMENT SET, AQUA-LUNG AND MISCELLANEOUS PARTS
N4220E	**LIFE PRESERVERS** LIFE PRESERVERS
N4220EA	**LIFE PRESERVERS, INFLATABLE BELTS AND VESTS** LIFE PRESERVERS, INFLATABLE BELTS AND VESTS
N4220EB	**LIFE PRESERVERS, NON-INFLATABLE BELTS AND VESTS** LIFE PRESERVERS, NON-INFLATABLE BELTS AND VESTS
N4220F	**LIFE RAFTS INFLATABLE** LIFE RAFTS INFLATABLE
N4220G	**DIVERS SUIT AND ACCESSORIES** DIVERS SUIT AND ACCESSORIES
N4220J	**SURVIVAL KIT, AIR-SEA RESCUE** SURVIVAL KIT, AIR-SEA RESCUE
N4220L	**PRESSURE VESSELS, COMPRESSED AIR** PRESSURE VESSELS, COMPRESSED AIR
N4220M	**LIFE RAFTS, INFLATABLE (SHIPBOARD APPLICATION)** LIFE RAFTS, INFLATABLE (SHIPBOARD APPLICATION)
N4220Q	**SURVIVAL KIT OTHER THAN AIR-SEA RESCUE** SURVIVAL KIT OTHER THAN AIR-SEA RESCUE
N4230	**DECONTAMINATING AND IMPREGNATING EQUIPMENT** DECONTAMINATING AND IMPREGNATING EQUIPMENT
N4230B	**DECONTAMINATING EQUIPMENT AND COMPONENTS NBCW (VEHICLES EXCEPTED)** DECONTAMINATING EQUIPMENT AND COMPONENTS NBCW (VEHICLES EXCEPTED)
N4230C	**PERSONNEL DECONTAMINATION LOTION (C.W. AGENTS)** PERSONNEL DECONTAMINATION LOTION (C.W. AGENTS)
N4240	**SAFETY AND RESCUE EQUIPMENT** Safety and Rescue Equipment Includes Portable Fire Escapes; Safety Nets, Nonbuoyant.
N4240A	**CANISTER, OXYGEN GENERATING, BREATHING APPARATUS, EXCEPT AIRCRAFT** CANISTER, OXYGEN GENERATING, BREATHING APPARATUS, EXCEPT AIRCRAFT
N4240AE	**CANISTER, PARTICULATE** CANISTER, PARTICULATE
N4240B	**BREATHING APPARATUS, OXYGEN GENERATING** BREATHING APPARATUS, OXYGEN GENERATING
N4240C	**GOGGLES, SAFETY (ALL TYPES)** GOGGLES, SAFETY (ALL TYPES)
N4240DA	**MASKS, AIR FILTERING, DISPOSABLE** MASKS, AIR FILTERING, DISPOSABLE
N4240DB	**MASKS, SAFETY AND RESCUE EQUIPMENT, N.E.S.** MASKS, SAFETY AND RESCUE EQUIPMENT, N.E.S.
N4240E	**NET, SAFETY** NET, SAFETY
N4240G	**RESPIRATORS, AIR FILTERING AND COMPONENTS** RESPIRATORS, AIR FILTERING AND COMPONENTS
N4240J	**BELTS AND HARNESSES SAFETY, INDUSTRIAL** BELTS AND HARNESSES SAFETY, INDUSTRIAL
N4240L	**HYDRAULIC RESCUE EQUIPMENT** HYDRAULIC RESCUE EQUIPMENT
N4240LA	**HYDRAULIC SHEAR** HYDRAULIC SHEAR
N4240LB	**HYDRAULIC SPREADER** HYDRAULIC SPREADER

GSIN (59)	
N4240M	**MARINE NBCW SAFETY AND RESCUE EQUIPMENT** MARINE NBCW SAFETY AND RESCUE EQUIPMENT
N4240NA	**MASK, CHEMICAL/BIOLOGICAL (NON-MARINE)** MASK, CHEMICAL/BIOLOGICAL (NON-MARINE)
N4240NAG	**FILTER, AIR, CHEMICAL-BIOLOGICAL (CW)** FILTER, AIR, CHEMICAL-BIOLOGICAL (CW)
N4240NAL	**FILTER, GAS (CW)** FILTER, GAS (CW)
N4240NAM	**FILTER, GAS-PARTICULATE (CW)** FILTER, GAS-PARTICULATE (CW)
N4240NB	**COMPONENTS, N.E.S. CHEMICAL/BIOLOGICAL (NON-MARINE)** COMPONENTS, N.E.S. CHEMICAL/BIOLOGICAL (NON-MARINE)
N4240P	**SAFETY EQUIPMENT, N.E.S.** SAFETY EQUIPMENT, N.E.S.
N4240Q	**SAFETY EQUIPMENT, FORESTRY** SAFETY EQUIPMENT, FORESTRY
N4240R	**PERSONNEL STAIRWAY EVACUATION (CHAIR)** PERSONNEL STAIRWAY EVACUATION (CHAIR)
MERX Category (1)	
G	**Goods** Goods
G14	**Fire Fighting, Security and Safety Equipment** Fire Fighting, Security and Safety Equipment

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

Home › List of Bids › Bid Information

Bid Information

Pending Biddingo Approval

Bid Information for 022818

Bid Number	**022818**	**Bid Name**	**Firefighting Apparatus with Related Equipment, Accessories and Supplies**
Published By	National Joint Powers Alliance	**Solicitation Type**	**Open to all suppliers**
Contract Type	RFP	**Procurement Name**	Procurement
Published Date	01/11/2018	**Closing Date**	**02/28/2018 04:30:00 PM ET**
Country & Province/State	Ontario, Canada	**Region & City**	, Staples
Bid Type	Goods, Services	**Group**	
Estimated Contract Amount	$0.00		
Remind Notice Date	Not Applicable	**Publish Option**	
NIGP Code		**Value Range**	Not Applicable
Client Departments			
Accept questions	Not Applicable	**Tender Area**	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

NJPA National Joint Powers Alliance®

Firefighting Apparatus with Related Equipment, Accessories and Supplies

022818

Closing Date: 02/28/2018 4:30:00 PM ET

Detail:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org.

Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Safety Equipment/ Services / Supplies	First Aid training/supplies, Safety gears-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

	Name / Email	Address	Phone	Fax
No Bidder Invited				

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[SUPPORT (Download Training Manuals)]

Alberta Purchasing Connection

Government of Alberta

Opportunity Notice

Firefighting Apparatus with Related Equipment Accessories and Supplies

Category: Goods

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package. Expressing interest means that you will automatically receive an e-mail notification each time an amendment is made to the opportunity for which you have 'expressed an interest'.

Opportunity Information

Organization:	Alberta Association of Municipal Districts and Counties on behalf of the National Joint Powers Alliance (NJPA)
Organization Address:	
Reference Number:	AB-2018-00205
Solicitation Number:	2018-00205
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	01/11/2018 04:30:00 PM Alberta Time
Closing (MM/dd/yyyy):	02/28/2018 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	01/11/2018 03:57:10 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

N4240A: Canister, Oxygen Generating, Breathing Apparatus, Except Aircraft
N4210B: Ground Fire Fighting Equipment
N4210: Fire Fighting Equipment

Response Submission:

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

Response Contact:

Robinson, Chris
Procurement Manager
202-12th Street
Staples, MN
56479
Tel: (218)895-4168
Fax: 1-877-758-1364
Email: chris,robinson@njpacoop.org

Response Specifics:

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

Opportunity Description:

The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: PIERCE MANUFACTURING INC.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
P.26 / 7.12	Trade In value negotiated with Vendor	Trade In would be negotiated with the Pierce Dealer.	Accept.
P.17 / 5.45	Shipping Charges	Shipping Charges not included in the base specification pricing	Accept as clarification.
p.22 / 6.23.1	Commercial General Liability	Each authorized Pierce Dealer is responsible for General Liability and Pierce Manufacturing Inc. will provide Product Liability and Umbrella/Excess Liability Insurance. PRODUCT LIABILITY INSURANCE The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance: Each Occurrence $1,000,000 Products/Completed Operations Aggregate $1,000,000 UMBRELLA/EXCESS LIABILITY INSURANCE The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance: Each Occurrence: $25,000,000 Aggregate: $25,000,000	Accept.
p.23 / 6.26	Subcontractors		Reject.

Proposer's Signature: _____ **Date:** 2/26/18

NJPA's clarification on exceptions listed above:

LEGAL
MUM
Initials
9 APRIL 18
Date

Contract Award
RFP #022818

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PIERCE MANUFACTURING INC. Date: FEBRUARY 19, 2018

Company Address: 2600 AMERICAN DRIVE

City: APPLETON State: WI Zip: 54914

GE Code/Duns & Bradstreet Number: 00-607-0445

Contact Person: MICHAEL E. PACK Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Authorized Signature: _____ MICHAEL E. PACK
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Pierce Manufacturing Inc.

Authorized Signatory's Title VP Finance

VENDOR AUTHORIZED SIGNATURE

Michael E Pack
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: PIERCE MANUFACTURING INC.

Address: 2600 AMERICAN DRIVE

City/State/Zip: APPLETON, WI 54914

Telephone Number: 920-832-3000

E-mail Address: SALESSUPPORT@PIERCEMFG.COM

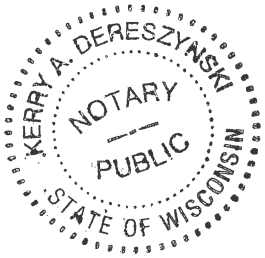
Authorized Signature: _____

Authorized Name (printed): MICHAEL E. PACK

Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Date: FEBRUARY 19, 2018

Notarized



Subscribed and sworn to before me this 26th day of February, 2018

Notary Public in and for the County of Winnebago State of Wisconsin

My commission expires: 9/15/21

Signature: Kerry A. Dereszynski

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: PIERCEMANUFACTURING INC.

Questionnaire completed by: KRISTINA SPANG

PAYMENT TERMS & FINANCING OPTIONS

1) What are your payment terms (e.g., net 10, net 30)?

All sales of Pierce apparatus are sold through the authorized Pierce dealers.

Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use to make certain acquisitions?

The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. Through the Pierce Financial Solutions program, PNC Equipment Finance provides the industry's most extensive line of lease plans for fleet replacement. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.

Lease Purchase Plan

With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just $1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).

Choose a lease purchase if:
You prefer ownership of the apparatus and need to spread capital costs over time.

Turn-In Lease Plan

The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.

Choose a turn-in lease if:
You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

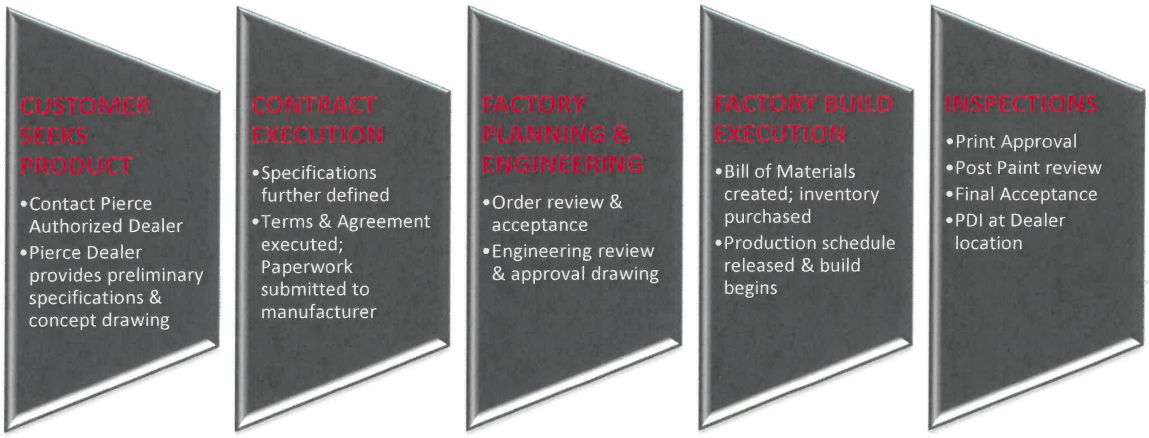
Program Benefits

- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The Pierce authorized dealer will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency.

Pierce requests to provide all reports to NJPA for a sole source contact along with all payments on behalf of our Pierce dealers to NJPA. This provides ease for all parties involved.



4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

NO

WARRANTY

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.

The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.

Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).

COMPONENT	WARRANTY	COMPONENT	WARRANTY
Cab & Chassis	1 YEAR	Apparatus Body – parts and labor	1 YEAR
Chassis frame rails	LIFETIME	Apparatus Body - paint	10 YEARS PRORATED
Engine	MANUFACTURER'S	Apparatus Body - structural	10 YEARS
Transmission	MANUFACTURER'S	Aerial Device - structural	10 YEARS
Fire Pump	MANUFACTURER'S	Aerial Device – hydraulic components	3 – 5 YEARS
Fire Pump Panel Gauge	1 YEAR	Aerial Device – parts and labor	1 YEAR
Water Tank	LIFETIME	Aerial Device - waterway	1 YEAR

The Manufacturer's warranty shall not apply to the following:

- Wear items
- Normal adjustments and maintenance services.
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.
- Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance.
- Loss of time or use of the product, inconvenience or other incidental expenses.

The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.

All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.

<< WARRANTY SAMPLE LISTING ENCLOSED >>

- Do your warranties cover all products, parts, and labor?

  Our one-year bumper to bumper warranty cover all product, parts and labor.

  Select basic warranty certificates attached for review.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do have some base and extended warranties that have mileage limitations set to them.

  Examples of base warranties are our structural warranties which carry a 100,000-mile limit.

  Extended warranties carry various mileage limits based on the specific coverage.

  Paint warranties are prorated based on age of the unit.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

  Pierce Manufacturing Inc and our authorized Dealers pride ourselves on our ability to service and support our product wherever it may be located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Major components installed but not manufactured by Pierce are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles.

  Component Warranties

  In some cases, suppliers will offer warranties beyond the Pierce one-year Warranty. Warranties provided by individual suppliers other than Pierce apply after the one-year vehicle warranty. Pierce does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.

- What are your proposed exchange and return programs and policies?

  Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer.

  Aftermarket Parts Warranty

  Pierce warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

  Return of Defective Parts

  If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

6) Describe any service contract options for the items included in your proposal.

   Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.

   No service contracts are included in this proposal.

PRICING, DELIVERY, AUDITS, & ADMINISTRATIVE FEE

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.

Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Rescue products, Tanker products, and Specialty vehicles.

CUSTOM AND COMMERCIAL PUMPER PRODUCTS

Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.

AERIAL PRODUCTS

Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.

RESCUE PRODUCTS

Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style.

The configuration capabilities vary but includes: capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.

TANKER PRODUCT

Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.

SPECIALTY VEHICLES

Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini-pumper to a Wildland Type III vehicle.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts).

The pricing model that Pierce is applying to this RFP will be the combination of line item pricing for the base specifications outlined in detail following and a percentage discount for catalog options.

The combination approach best suits the end user/NJPA member as it provides an easy to understand price for the base model product that they are seeking while providing them the extensive array of options to add to customize the apparatus to their specific needs, regional requirements, and technology needs.

The volume of options Pierce offers (over 140,000 and growing) does not make it user friendly or in the best interest of Pierce to publish. Pierce has manufactured over 62,000 fire apparatus and the majority are unique compared to the next.

The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.

Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The Line Item Pricing items are provided in an attached Excel document identified as follows:

- Product Category
- Identification ID#
- Product Description
- Product Attributes
- List Price
- Line Item (Contract) Price

The Percentage Discount items are applicable to the unpublished options added to the published base specification with a discount of 5.5% off List

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The pricing presented in this proposal represents a 5.5% discount from Pierce's List price for unpublished options.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

☒b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Multi-Unit Purchase Discount:

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

Pre-Payment Discount

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

Payment & pricing options:

Chassis Progress Payment Discount: Discount of approximately 2.5% to 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of $220,714.00 could earn a discount of ($6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount: Discount of approximately 1.5% to 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of $310,385.00 could earn a discount of ($6,207.00).

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Pre-Delivery Expenses

Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.

- Factory inspection trips
- Weekly construction photo progress reports
- Orientation DVD specific to your apparatus
- Loose Equipment
- Engine and or transmission diagnostic software
- Loose equipment (open market items) such as but not limited to: monitors, hose, intercom system, radio equipment, and rescue tools and equipment
- Pre-delivery service consisting of basic fluids and filters
- Custom fabrication for tool mounting and communication equipment
- Other items as requested by customer and deemed sourced or open market

Sales and other taxes are not included as is any license or title fees are also not included.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Transportation Expenses

Prices quoted in RFP #022818 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in your area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near your location, the apparatus may be delivered directly to your facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary from as low as $1,000.00 to as high as $15,000.00 or more if flatbed, barge or container ship transport is required.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required.

Shipping within the 49 US states, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NONE

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

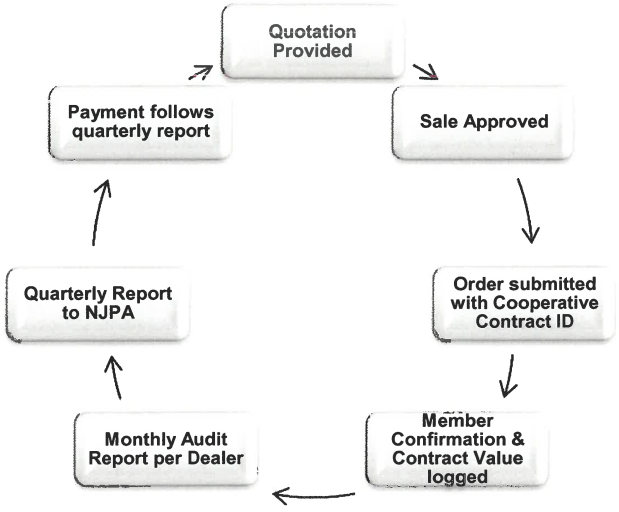
Pierce takes pride in upholding the integrity of the programs and contracts we participate in.

System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.

All base specifications have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.

The process (to the right) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.

Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process.



18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The Administrative Fee that Pierce will pay to NJPA for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat $2000.00 USD per customer purchase order or separate contract.

INDUSTRY SPECIFIC QUESTIONS

19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

CERTIFIED: ISO 9001

Pierce Manufacturing was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001-2015 certification — which covers all aspects of our business, from engineering and manufacturing to customer service.

CERTIFIED: UL/ULC

NFPA 1901 UL Certification & UL Canada (ULC) Certification

Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Pierce Master Technician Program

The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce currently has 167 Master Technicians certified and others in the program.

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Pierce uses high quality materials with proprietary designs to provide the best fire apparatus in the industry.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

The expected life cycle of a Pierce apparatus can be 20-25 years or more dependent on the miles and hours on the apparatus.

The trade-in value of Pierce apparatus has also been known to be higher than other manufacturers.

23) State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.

Stock fire apparatus are an important part of our business allowing for quick deliveries, emergency purchases, alternate bids, and competitive bids with shortened lead times.

Pierce offers a Stock Program based off what is currently being sold; these will be well configured/contented units that are configured by Pierce.

Pierce dealers can search the internal Stock Truck listing in Pulse to see: Product Details – Body, Chassis, and description, Price, Sales Drawing, Photos (if unit is complete). NJPA customer can also visit www.piercemfg.com to view Stock Trucks.

The Stock Program may offer different promotions throughout the year dependent on the products available and would be submitted as the Hot List pricing using the NJPA Price and product Change form.

Signature: _____ Date: 2/26/18

www.njpacoop.org

National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Proposal Opening Record

Date of opening: March 1, 2018

The public opening of all responses received to the Request For Proposal #022818 for the procurement of FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES was witnessed by the following individuals:

Carol Jackson, NJPA
Michael Munoz, NJPA
Chris Robinson, NJPA
Josh Meech, NJPA
James Voelker, NJPA
Brandon Town, NJPA
Kelly McAllister, NJPA
Greg Grunig, NJPA

Responses were received from the following:

Atira GST – received 2/27/18 at 11:47:48AM
Proposer deemed responsive
Boise Mobile Equipment Inc. – received 2/26/18 at 10:52:35AM
Proposer deemed responsive
Custom Fire Apparatus, Inc. – received 2/28/18 at 10:19:54AM
Proposer deemed responsive
Danko Emergency Equipment Co. – received 2/26/18 at 10:49AM
Proposer deemed responsive
Form C no signature
E-One, Inc. – received 2/28/18 at 9:31:57AM
Proposer deemed responsive
Hurco Technologies, Inc. – received 2/28/18 at 10:58:42AM
Proposer deemed responsive
Maxi-Metal, Inc. – received 2/27/18 at 11:10:19AM
Proposer deemed responsive
Midwest Fire Equipment & Repair Company – received 2/26/18 at 10:53:36AM
Proposer deemed responsive
Oshkosh Airport Products, LLC – received 2/27/18 at 11:47:43AM
Proposer deemed responsive
P.L. Custom Body and Equipment Co., Inc. – received 2/26/18 at 11:07:09AM
Proposer deemed responsive
Pierce Manufacturing Inc. – received 12/11/2017 at 10:16:07AM
Proposer deemed responsive
Reberland Equipment Incorporated – received 2/27/18 at 11:09:51AM
Proposer deemed responsive
Certificate of Insurance insufficient

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P.O. Box 219
Staples, MN 56479

Rosenbauer American, LLC dba Rosenbauer South Dakota, LLC & Rosenbauer Minnesota, LLC – received 2/27/18 at 11:07:36AM
Proposer deemed responsive
Spartan Motors, Inc. – received 2/27/18 at 11:08:46AM
Proposer deemed responsive
Super Vacuum Manufacturing Co., Inc. – received 2/27/18 11:48:01AM
Proposer deemed responsive
Form C no signature
Sutphen Corporation – received 2/26/18 at 11:06:51AM
Proposer deemed responsive
Toyne Inc. – received 2/28/18 at 10:58:50AM
Proposer deemed responsive
VT Hackney, Inc. – received 2/26/18 at 11:06:32AM
Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

Chris Robinson, JD, Procurement Manager, NJPA

Carol Jackson, Procurement Analyst III, NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #022818
Entitled
FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on January 12, 2018, in Utah's *The Salt Lake Tribune* on January 11, 2018, in *USA Today* on January 11, 2018, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, Biddingo, and the New York State Contract Reporter:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

Alexis Fire Equipment Company	Maximetal
Allegiant Emergency Services	Midwest Fire
Atira Systems	Moline inc.
B-Lann Equipment Company Inc.	Mon-Dak Construction Supply
Boise Mobile Equipment	North America Procurement Council, Inc. PBC
Brio Laundry	Northern Safety
C.E.T. Fire Pumps Mfg. Ltd.	Ohio-Office of Procurement Services
Carrier Centers Emergency Vehicles	OMES Central Purchasing
Cestusline, Inc.	Onvia, Inc.
Cintas Fire Protection	Orafol
Custom Fire Apparatus, Inc.	Oshkosh Airport Products, LLC
Custom Truck and Body Works	Oshkosh Corporation
Danko Emergency Equipment	Performance Safety Group
DBC Marine Safety Systems Ltd.	Pierce Manufacturing Inc.
Deltek	PL Custom Body and Equipment Co., Inc.
E-ONE, Inc.	Prime Vendor Inc.
eRepublic	Response Equipment Specialist LLC

Euclid Infotech	ResQtech Systems Inc.
Feld Fire	Rosenbauer South Dakota
Ferrara Fire Apparatus, Inc.	Scully's Aluminum Boats
Firovac by Reberland Equipment Inc.	Seagrave Fire Apparatus LLC
First Tactical	Silver Wolf Enterprises
Flat Rock Contracting LLC	Spartan Motors USA, Inc.
FlightMedx, Inc.	Sutphen Corporation
General Truck Body Manufacturing	SVI Trucks
Hackney	Toyne, Inc.
HME, Inc.	UPI Custom Ag
Hub Fire Engines Ltd.	US Fire Equipment
Hurco Technologies, Inc.	Valor Trucks
Intercontinental Truck Body Ltd.	Western States Fire Protection
L.N. Curtis & Sons	Witmer Public Safety Group, Inc.
Marco Equipment Sales LLC	

Proposals were opened on March 1, 2018, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Atira GST
Boise Mobile Equipment Inc.
Custom Fire Apparatus, Inc.
Danko Emergency Equipment Co.
E-One, Inc.
Hurco Technologies, Inc.
Maxi-Metal, Inc.
Midwest Fire Equipment & Repair Company
Oshkosh Airport Products, LLC
P.L. Custom Body and Equipment Co., Inc.
Pierce Manufacturing Inc.
Reberland Equipment Incorporated
Rosenbauer American, LLC dba Rosenbauer South Dakota, LLC & Rosenbauer Minnesota, LLC
Spartan Motors, Inc.
Super Vacuum Manufacturing Co., Inc.
Sutphen Corporation
Toyne Inc.
VT Hackney, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, JD, NJPA Procurement Manager
James Voelker, CPCM, CFCM, NJPA Procurement Lead Analyst
Carol Jackson, NJPA Procurement Analyst III
Brandon Town, NJPA Procurement Analyst II
Michael Munoz, NJPA Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One Responsiveness. The response of Hurco Technologies, Inc. was determined to be Level-Two non-responsive because the offering of products and services in their proposal were found to fall outside of the scope of the RFP. All other proposals were found to be Level-Two responsive and were evaluated.

E-One, Inc manufactures a comprehensive selection of pumpers, tankers, rescues, aerials, wildland and ARFF firefighting apparatus. In addition, they offer an exhaustive list of options to meet Member specific needs. E-One will serve Members across the US and Canada through their extensive dealer and service network. Their pricing proposal offers competitive discounts from MSRP along with multiple leasing options.

Maxi-Metal, Inc offers a wide selection of pumpers, tankers, rescues and wildland apparatus. They offer a significant list of options to customize their products to meet specific Member requirements. Maxi-Metal will serve Canadian Members through their large sales and service network. They offer Members a considerable discount from list prices.

Pierce Manufacturing Inc provides an extensive line of pumpers, tankers, rescues, aerials and high flow industrial apparatus. Pierce provides a wide array of options to satisfy Member needs. They will serve Members across the US and Canada through their robust dealer network. Pierce provides Members with a solid discount from list price.

P.L. Custom Body and Equipment Co., Inc manufactures customizable heavy and light duty special service apparatus to meet a variety of Member needs. Through a combination of their dealer network and direct sales teams they will serve Members in the US and Canada. P.L. Custom Body and Equipment offers Members a significant discount from list prices with opportunities for additional discounts for two or more vehicles.

Rosenbauer American offers a vast selection of pumpers, tankers, aerials, rescues, wildland and ARFF apparatus. Through their significant list of options Members can customize any platform to meet their specific needs. Rosenbauer stands ready to serve Members across the US and Canada through their strong dealer network. Their proposal provides Members a competitive pricing structure.

Spartan Motors produces a vast array of pumpers, rescue pumpers, tankers, wildland, specialty and aerial apparatus types. Spartan Motors recently acquired Smeal Holding LLC and offers a comprehensive list of options for Members to choose from. Spartan is prepared to serve Members across the US and Canada through a robust dealer and service network. Their pricing proposal reflects a considerable discount from list prices.

Sutphen Corporation manufactures a wide selection of fire apparatus including pumpers, tankers, aerials, rescues and special service types. They offer an extensive list of customizable options to meet Member-specific needs. Sutphen along with their large dealer and service network are prepared to serve Members across the US and Canada. Their pricing proposal offers Members a solid discount from MSRP.

Toyne Inc offers a large line of pumpers, pumper/tankers, tankers, rescues, aerials, wildland and skid apparatus. They can meet specific, Member driven requirements through a healthy list of options. Toyne and their dealer network will provide sales and service to Members across the US. Their proposal offers Members a significant discount from standard price.

VT Hackney, Inc offers an expansive line of highly customizable special service apparatus to meet numerous mission specific tasks and requirements. By a combination of their dealer network and factory direct sales team VT Hackney will serve Members across the US. VT Hackney proposes a considerable discount from MSRP to Members.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #022818 to:

E-One, Inc.	#022818-EOI
Maxi-Metal, Inc.	#022818-MAX
Pierce Manufacturing Inc.	#022818-PMI
P.L. Custom Body and Equipment Co., Inc.	#022818-PLC
Rosenbauer American, LLC dba Rosenbauer South Dakota, LLC & Rosenbauer Minnesota, LLC	#022818-RSB
Spartan Motors, Inc.	#022818-SPR
Sutphen Corporation	#022818-SUT
Toyne Inc.	#022818-TOY
VT Hackney, Inc.	#022818-VTH

The preceding recommendations were approved on April 6, 2018:

Chris Robinson, JD, NJPA Procurement Manager

James Voelker, CPCM, CFCM, NJPA Procurement Lead Analyst

Carol Jackson, NJPA Procurement Analyst III

Brandon Town, NJPA Procurement Analyst II

Michael Munoz, NJPA Procurement Analyst II

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

RFP Opening

MARCH 1, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022818

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

RFP Timeline

January 11, 2018	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
February 14, 2018 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
February 21, 2018	**Deadline for RFP questions.**
February 28, 2018 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
March 1, 2018 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Alberta Association of Municipal Districts and Counties (AAMDC), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the

contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Automotive Fire Apparatus: including Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam fire apparatus;

3.17.2 Wildland Fire Apparatus: including Types 1 – 7 Wildland Fire Suppression, Mobile Water, and Crew fire apparatus;

3.17.3 Aircraft Rescue and Firefighting (ARFF): including Aircraft Rescue and Firefighting vehicles;

3.17.4 Equipment, accessories, and supplies related to production of a turnkey solution for firefighting apparatus, all of which may be offered only in the context of the purchase of one or more firefighting apparatus unit(s).

3.17.4 NJPA reserves the right to limit the scope of this solicitation for NJPA, current and potential NJPA member agencies.

3.17.4.1 This solicitation should NOT be construed to include any of the following:

a. ambulance and emergency medical transport (see NJPA RFP #022118);
b. chassis-only proposals (see NJPA RFP #081716) or,
c. proposals for only health & safety, medical, surgical, or first aid related equipment, supplies, accessories, and services (see NJPA RFP #061417).

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP.

NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org

(under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP**.** All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $50 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's

dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained

on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP**.** Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is $1000.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is

optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Federal funding sources may include the Federal Aviation Administration (FAA) Airport Improvement Program or FAA Obligated Sponsors. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all

records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.
13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
    a) Sales force.
    b) Dealer network or other distribution methods.
    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name:_____Title:_____

Email: _____Phone:_____

Who is your company's primary contact person for this proposal?

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #022818

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number:_____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #022818 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until-_____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #022818**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #022818**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #022818**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

23) State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Products/Services vices
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf
http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php
https://www.usa.gov/tribes#item-37647
http://www.usa.gov/Agencies/State-and-Territories.shtml
Oregon
Hawaii
Washington

Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	**County**	**County**	**County**	**County**	**County**
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Maui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalani Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Elmore County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Servi	Fremont County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Idaho County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
State Of Hawaii	Jerome County	Marion County	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	**Municipality**	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	**Municipality**	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	**Municipality**
	Municipality	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coalville	City of Arlington
	City of Arco	City of Aumsville	**Municipality**	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Castleford	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
	City of Culdesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duvall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

Higher Education

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

Education (K-12)

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2
Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3

Oregon

City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

Higher Education

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College

South Carolina

Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Smyrna
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston

Utah

City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon
Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

Higher Education

Washington

City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville
Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott

Hawaii

Idaho

Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

Special District

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library
Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4

Oregon

Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Developme
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

Education (K-12)

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J
Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District

South Carolina

Town of Williston
Town of Winnsboro
Town of Yemassee

Higher Education

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Educatio
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

Education (K-12)

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Cent
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Dells R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District
Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1

Utah

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

Education (K-12)

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Offi

Special District

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District
Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District

Washington

Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

Higher Education

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council
Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Hawaii

Idaho	Oregon	South Carolina	Utah	Washington
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	**Education (K-12)**
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper Country Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumecq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanelle Special Service District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brinnon School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	**Special District**	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Colville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No- 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dixie School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nyssa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorsville-Bennion Improvement District	Everett School District No. 2
Lewiston-Nez Perce County Regional Airport Authorit	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogos Special Service District	Evergreen School District No. 205
Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332

Hawaii

Idaho

Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

Utah

Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Orouville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

- Wilderness Ranch Fire Protection District
- Winona Highway District
- Worley Fire District
- Worley Highway District

State

- Idaho Department of Administration
- Idaho Department of Health and Welfare
- State Of Idaho

Tribal

- Coeur d'Alene Tribe
- Kootenai Tribe of Idaho
- Nez Perce Tribal Enterprises
- Nez Perce Tribe
- Shoshone-Bannock Tribes

Oregon

- Colton Fire District
- Colton Water District
- Columbia Corridor Drainage Districts Joint Contracting Authority
- Columbia Health District
- Columbia Improvement District
- Columbia River People's Utility District
- Columbia Soil and Water Conservation District
- Coos County Airport District
- Coos County Library Service District
- Coquille Indian Housing Authority
- Coquille Valley Hospital District
- Corbett Water District
- Corvallis Rural Fire Protection District
- Cove Rural Fire Protection District
- Crooked River Ranch Rural Fire Protection District
- Crooked River Ranch Special Road District
- Curry Health District
- Curry Public Library District
- Dallas Cemetery District No. 4
- Dean Minard Water District
- Dee Rural Fire Protection District
- Deschutes County 911 Service District
- Deschutes County Rural Fire District No. 1
- Deschutes Valley Water District
- Devils Lake Water Improvement District
- Dexter Rural Fire Protection District
- Douglas County Fire District No. 2
- Douglas County Housing Authority
- Douglas Soil and Water Conservation District
- Drakes Crossing Rural Fire Protection District
- Dufur Recreation District
- Eagle Valley Soil and Water Conservation District
- East Fork Irrigation District
- East Multnomah Soil and Water Conservation District
- East Umatilla County Health District
- East Valley Water District
- Echo Rural Fire District
- Elsie-Vinemaple Rural Fire Protection District No. 11
- Emerald People's Utility District
- Estacada Rural Fire District No. 69
- Fairview Water District
- Falcon Cove Beach Water District
- Farmers Irrigation District
- Gardiner Sanitary District
- Gaston Rural Fire District
- Gates Rural Fire Protection District
- Gearhart Rural Fire Protection District
- Glendale Rural Fire Protection District
- Gleneden Sanitary District
- Goshen Fire District
- Government Camp Sanitary District
- Grand Ronde Sanitary District
- Grant County Transportation District
- Grant Soil and Water Conservation District
- Grants Pass Irrigation District
- Green Sanitary District
- Hahlen Road Special District
- Halsey-Shedd Rural Fire Protection District
- Hamlet Rural Fire Protection District
- Harbor Sanitary District
- Harbor Water Public Utility District
- Harney District Hospital
- Harney Soil and Water Conservation District
- Harriman Rural Fire Protection District
- Hazeldell Rural Fire Protection District
- Hebo Joint Water and Sewer Authority
- Heceta Water District
- Hermiston Cemetery District
- Hermiston Fire and Emergency Services District
- Hermiston Irrigation District
- Hood River County Library District
- Hood River County Transportation District
- Hood River Valley Parks and Recreation District
- Hoodland Fire District No. 74
- Hubbard Rural Fire Protection District
- Ice Fountain Water District
- Illinois Valley Rural Fire Protection District
- Ione Rural Fire Protection District
- Irrigon Community Park and Recreation Maintenance District
- Jackson County Airport Authority
- Jackson County Fire District No. 3
- Jackson County Fire District No. 5
- Jackson County Housing Authority
- Jackson County Library District
- Jackson County Vector Control District
- Jackson Soil and Water Conservation District
- Jefferson Rural Fire Protection District
- John Day/Canyon City Parks and Recreation District
- Junction City Rural Fire Protection District
- Juniper Flat Rural Fire Protection District
- Keating Soil and Water Conservation District
- Keizer Rural Fire Protection District
- Keno Fire Protection District
- Kernville-Gleneden Beach-Lincoln Beach Water District

South Carolina

Township

- Township of Grand Meadow

Tribal

- Catawba Indian Nation

Utah

Washington

- Pateros School District
- Paterson School District No. 50
- Pe Ell School District No. 301
- Peninsula School District
- Pioneer School District No. 402
- Pomeroy School District No. 110
- Port Angeles School District No. 121
- Port Townsend School District No. 50
- Prescott School District No. 402-37
- Pride Prep Schools
- Prosser School District No. 116
- Puget Sound Educational Service District
- Pullman School District No. 267
- Puyallup School District No. 3
- Queets-Clearwater School District No. 20
- Quilcene School District No. 48
- Quillayute Valley School District No. 402
- Quincy School District No. 144
- Rainier School District No. 307
- Raymond School District No. 116
- Reardan-Edwall School District
- Renton School District No. 403
- Republic School District
- Richland School District No. 400
- Ridgefield School District No. 122
- Ritzville School District
- Riverside School District
- Riverview School District No. 407
- Rochester School District
- Rosalia School District No. 320
- Royal School District
- San Juan Island School District No. 149
- Satsop School District No. 104
- Seattle Public Schools
- Sedro-Woolley School District No. 101
- Selah School District No. 119
- Selkirk School District No. 70
- Sequim School District No. 323
- Shaw Island School District No. 10
- Shelton School District No. 309
- Shoreline School District No. 412
- Skykomish School District
- Snohomish School District No. 201
- Snoqualmie Valley School District No. 410
- Soap Lake School District No. 156
- South Bend School District No. 118
- South Kitsap School District No. 402
- South Whidbey School District No. 206
- Southside School District
- Spokane Public Schools
- Sprague School District
- St. John School District No. 322
- Stanwood-Camano School District No. 401
- Steilacoom Historical School District No. 1
- Steptoe School District No. 304
- Stevenson-Carson School District No. 303
- Sultan School District No. 311
- Summit Valley School District 202
- Sumner School District No. 320
- Sunnyside School District No. 201
- Tacoma School District No. 10
- Taholah School District No. 77
- Tahoma School District No. 409
- Tekoa School District No. 265
- Tenino School District No. 402
- Thorp School District No. 400
- Toledo School District No. 237
- Tonasket School District
- Toppenish School District No. 202
- Touchet School District No. 300
- Toutle Lake School District No. 130
- Trout Lake School District No. R-400
- Tukwila School District No. 406
- Tumwater School District No. 33
- Union Gap School District No. 2
- University Place School District No. 83
- Valley School District
- Valley School District No. 70
- Vancouver School District No. 37
- Vashon Island School District No. 402
- Wahkiakum School District No. 200
- Wahluke School District No. 73
- Waitsburg School District
- Walla Walla School District No. 140
- Wapato School District No. 207
- Warden School District No. 146-161
- Washington Schools Risk Management Pool
- Washington State Educational Service District
- Washougal School District
- Washtucna School District
- Waterville School District No. 209
- Wellpinit School District
- Wenatchee School District No. 246
- West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			**Special District**
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskowin Regional Water District			Carnhope Irrigation District No 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coos-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District			Clinton Water District
		Polk County Fire District No- 1			Coal Creek Utility District
		Polk County Housing Authority			Columbia Conservation District
		Polk Soil and Water Conservation District			Columbia County Fire District No. 3
		Portland Metropolitan Area Water District			Columbia County Public Hospital District No. 1
		Public Procurement Authority			Columbia County Rural Library District
		Rainbow Water District			Columbia Irrigation District
		Raleigh Water District			Columbia Valley Water District
		Redmond Area Park and Recreation District			Colville Indian Housing Authority
		Riddle Rural Fire District			Consolidated Irrigation District No. 14
		River Forest Acres Special Road District			Covington Water District
		River Road Park and Recreation District			Cowiche Sewer District
		Rivergrove Water District			Cowlitz County Cemetery District No. 2
		Roads End Sanitary District			Cowlitz County Fire District No. 6
		Roberts Creek Water District			Cowlitz County Public Utility District No. 1
		Rockwood Water People's Utility District			Cowlitz Transit Authority
		Rogue River Cemetery Maintenance District			Cross Valley Water District
		Rogue Valley Transportation District			Dallesport Water District
		Roseburg Urban Sanitary Authority			Douglas County Fire District No. 2
		Sable Drive Road District			Douglas County Fire Protection District No. 5
		Salem Area Mass Transit District			Douglas County Public Utility District No. 1
		Salem Housing Authority			Douglas County Sewer District No. 1
		Salem-Keizer Transit District			Douglas-Okanogan County Fire District No. 15
		Santa Clara Rural Fire Protection District			East Columbia Basin Irrigation District
		Santiam Water Control District			East Gig Harbor Water District
		Scappoose Rural Fire District			East Lewis County Public Development Authority
		Scio Rural Fire District			East Pierce Fire and Rescue District No. 22
		Scottsburg Rural Fire District			East Spokane Water District No. 1
		Seal Rock Fire District			East Wenatchee Water District
		Seal Rock Water District			Eastmont Metropolitan Park District
		Shangri-La Water District			Eastsound Sewer and Water District
		Shasta View Irrigation District			Edmonds Public Facilities District
		Siletz Rural Fire Protection District			Ellensburg Business Development Authority
		Silverton Fire District			Enterprise Cemetery District No. 7
		Sisters-Camp Sherman Rural Fire Protection District			Entiat Irrigation District
		Siuslaw Public Library District			Everett Housing Authority
		South Clackamas Transportation District			Everett Public Facilities District
		South Suburban Sanitary District			Evergreen Water-Sewer District No. 19
		Southern Curry Cemetery Maintenance District			Fall City Water District
		Southwest Lincoln County Water District			Ferry County Public Utility District No. 1
		Spring River Special Road District			Ferry/Okanogan County Fire Protection District No. 13
		Springfield Utility District			Fisherman Bay Sewer District
		Stanfield Fire District No. 7-402			Foster Creek Conservation District
		Stayton Fire District			Four Lakes Water District No. 10
		Suburban East Salem Water District			Franklin Conservation District
		Sunrise Water Authority			Franklin County Cemetery District No. 2
		Sunset Empire Transportation District			Franklin County Fire District No. 1
		Swalley Irrigation District			Franklin County Fire Protection District No. 3
		Sweet Home Fire and Ambulance District			Franklin County Irrigation District No. 1
		Talent Irrigation District			Franklin County Public Utility District No. 1
		Terrebonne Domestic Water District			Freeland Water and Sewer District
		Three Sisters Irrigation District			Ft. Worden Public Development Authority
		Tillamook County Transportation District			Gardena Farms Irrigation District No. 13
		Tillamook People's Utility District			Goforth Special Utility District
		Tiller Rural Fire District			Grand Coulee Project Hydroelectric Authority
		Toledo Rural Fire Protection District			Grandview Irrigation District
		Tri City Rural Fire District No. 4			Grant County Airport District No. 1
		Tri City Water District			Grant County Fire District No. 10
		Tri-City Service District			Grant County Fire District No. 11
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 3
		Tualatan Hills Park and Recreation District			Grant County Fire District No. 4
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 7
		Tualatin Valley Irrigation District			Grant County Fire Protection District No. 5
		Tualatin Valley Water District			Grant County Housing Authority
		Tumalo Irrigation District			Grant County Mosquito Control District No. 1
		Twin Rocks Sanitary District			Grant County Mosquito District No. 2
		Umatilla County Housing Authority			Grant County Port District No. 4
		Umatilla Hospital District			Grant County Port District No. 6
		Umatilla Land Redevelopment Authority			Grant County Port District No. 7
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 1
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 2
		Umatilla Rural Fire Protection District			Grant County Public Hospital District No. 3
		Union Cemetery District			Grant County Public Hospital District No. 4
		Vale Oregon Irrigation District			Grant County Public Utility District No. 2
		Valley View Water District			Grant Transit Authority
		Vandevert Acres Special Road District			Grays Harbor Conservation District
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 1
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 12
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 14
		Wamic Water and Sanitary Authority			Grays Harbor County Fire Protection District No. 2
		Warm Springs Housing Authority			Grays Harbor County Fire Protection District No. 7
		Wasco County Soil and Water Conservation District			Grays Harbor County Housing Authority
		Washington County Fire District No. 2			Grays Harbor County Water District No. 1
		Washington County Housing Authority			Grays Harbor County Water District No. 2
		Water Wonderland Improvement District			Grays Harbor Drainage District No. 1
		Wedderburn Sanitary District			Grays Harbor Fire District No. 10
		West Slope Water District			Grays Harbor Historical Seaport Authority
		West Valley Housing Authority			Grays Harbor Public Utility District No. 1
		Western Lane Ambulance District			Grays Harbor Transportation Authority
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Irrigation District
		Westwood Hills Road District			Greater Wenatchee Regional Events Center Public Facilities District
		Wiard Memorial Park District			Green Tank Irrigation District No. 11
		Wickiup Water District			Hartstene Pointe Water-Sewer District
		Willamalane Park and Recreation District			Highland Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District			Highlands Sewer District
		Willow Creek Park District			Highline Water District
		Winchester Bay Sanitary District			Historic Seattle Preservation and Development Authority
		Winston-Dillard Fire District			Holmes Harbor Sewer District
		Winston-Dillard Water District			Hunters Water District
		Woodburn Rural Fire Protection District			Hydro Irrigation District No. 9
		Yamhill County Housing Authority			Icicle Irrigation District
		Yamhill Fire Protection District			Inchelium Water District
		Youngs River-Lewis and Clark Water District			Irvin Water District No. 6
		State			Island County Fire District No. 3
		Oregon Department of Administrative Services			Island County Fire Protection District No. 1
		Oregon Department of Revenue			Island County Housing Authority
		Oregon Health Licensing Agency			Jefferson County Conservation District
		Oregon Higher Education Coordinating Commission			Jefferson County Fire District No. 5
		Oregon Secretary of State			Jefferson County Fire Protection District No. 1
		Oregon State Board of Nursing			Jefferson County Fire Protection District No. 3
		State of Oregon			Jefferson County Public Utility District No. 1
		Tribal			Jefferson County Water District No. 3
		Burns Paiute Tribe			Jefferson Transit Authority
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Juniper Beach Water District
		Confederated Tribes of Grand Ronde Community			Kapowsin Water District
		Confederated Tribes of Siletz Indians			Kelso Housing Authority
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Housing Authority
		Confederated Tribes of the Warm Springs			Kennewick Irrigation District
		Coquille Indian Tribe			Kennewick Public Facilities District
		Klamath Tribes			Kennewick Public Hospital District
					Kent Fire Department Regional Fire Authority
					Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District
					Lake Stevens Sewer District
					Lake Wenatchee Water District
					Lake Whatcom Water and Sewer District
					Lakehaven Utility District
					Lakewood Water District
					Lenora Water and Sewer District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson Park and Recreation District
					Marshland Flood Control District
					Marysville Fire District
					Mason Conservation District
					Mason County Fire District No. 13
					Mason County Fire District No. 17
					Mason County Fire District No. 2
					Mason County Fire District No. 4
					Mason County Fire Protection District No. 5
					Mason County Fire Protection District No. 8
					Mason County Housing Authority
					Mason County Public Hospital District No. 1
					Mason County Public Utility District No. 1
					Mason County Public Utility District No. 3
					Mason County Transit Authority
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No- 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Roza Irrigation District
					Sacheen Lake Sewer and Water District
					Sammamish Plateau Water and Sewer District
					San Juan Island Library District
					Saratoga Water District
					Scatchet Head Water District
					Seattle Chinatown International District Preservation and Development Author
					Seattle Housing Authority
					Seattle Southside Regional Tourism Authority
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 10
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					Skamokawa Water and Sewer District
					Skyway Water and Sewer District
					Snohomish County Fire District No. 15
					Snohomish County Fire District No. 16
					Snohomish County Fire District No. 19
					Snohomish County Fire District No. 26
					Snohomish County Fire District No. 5
					Snohomish County Fire Protection District No. 1
					Snohomish County Fire Protection District No. 17
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority
					Snohomish County Public Hospital District No. 1
					Snohomish County Public Hospital District No. 2
					Snohomish County Public Utility District No. 1
					Snohomish Health District
					Snohomish River Regional Water Authority
					Snoqualmie Valley Hospital District
					South Columbia Basin Irrigation District
					South Correctional Entity Public Development Authority
					South Naches Irrigation District
					South Whatcom Fire Authority
					South Whidbey Parks and Recreation District
					South Yakima Conservation District
					Southwest Suburban Sewer District
					Spokane Conservation District
					Spokane County Fire District No. 12
					Spokane County Fire District No. 2
					Spokane County Fire District No. 4
					Spokane County Fire Protection District No. 10
					Spokane County Fire Protection District No. 11
					Spokane County Fire Protection District No. 13
					Spokane County Fire Protection District No. 3
					Spokane County Fire Protection District No. 5
					Spokane County Fire Protection District No. 8
					Spokane County Fire Protection District No. 9
					Spokane County Library District
					Spokane County Water District No. 3
					Spokane Housing Authority
					Spokane Indian Housing Authority
					Spokane Public Facilities District
					Spokane Regional Health District
					Spokane Transit Authority
					Startup Water District
					Steptoe Sewer District No. 1
					Stevens County Fire District No. 2
					Stevens County Fire District No. 6
					Stevens County Fire Protection District No. 1
					Stevens County Fire Protection District No. 10
					Stevens County Fire Protection District No. 12
					Stevens County Fire Protection District No. 5
					Stevens County Public Utility District No. 1
					Stevens County Rural Library District
					Stevens Pass Sewer District
					Sun Harbor Water District No. 3
					Sunnyside Housing Authority
					Sunnyside Valley Irrigation District
					Sunnyslope Water District
					Swinomish Housing Authority
					Tacoma Community Redevelopment Authority
					Tacoma Housing Authority
					Tacoma Metropolitan Park District
					Terrace Heights Sewer District
					Thea Foss Waterway Development Authority
					Three Rivers Regional Wastewater Authority
					Thurston Conservation District
					Thurston County Fire District No. 12
					Thurston County Fire District No. 4
					Thurston County Fire District No. 9
					Thurston County Fire Protection District No. 3
					Thurston County Fire Protection District No. 5
					Thurston County Fire Protection District No. 6
					Thurston County Fire Protection District No. 8
					Thurston County Housing Authority
					Thurston County Public Utility District No. 1
					Tri-County Economic Development District
					Tukwila Metropolitan Park District
					Underwood Conservation District
					Union Gap Irrigation District
					Val Vue Sewer District
					Valley Regional Fire Authority
					Valley View Sewer District
					Valley Water District
					Vancouver Housing Authority
					Vashon Park District
					Wahkiakum County Public Utility District No. 1
					Wahkiakum Fire Protection District No. 1
					Wahkiakum Port District No. 1
					Walla Walla County Fire Protection District No. 1
					Walla Walla County Fire Protection District No. 3
					Walla Walla County Fire Protection District No. 4
					Walla Walla County Fire Protection District No. 5
					Walla Walla County Fire Protection District No. 8
					Walla Walla County Rural Library District
					Walla Walla Housing Authority
					Wallula Water District No. 1
					Washington State Convention Center Public Facilities District
					Washington State Major League Baseball Stadium Public Facilities District
					Washington State Tobacco Settlement Authority
					Water District 19
					Wells Ranch Irrigation District
					Wenatchee Reclamation District
					Wenatchee-Chiwawa Irrigation District
					West Sound Utility District
					Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1
					Whatcom County Fire District No. 11
					Whatcom County Fire District No. 14
					Whatcom County Fire District No. 16
					Whatcom County Fire District No. 17
					Whatcom County Fire District No. 4
					Whatcom County Fire District No. 5
					Whatcom County Fire District No. 7
					Whatcom County Fire District No. 8
					Whatcom County Public Utility District No. 1
					Whatcom County Water District No. 12
					Whatcom County Water District No. 13
					Whatcom County Water District No. 2
					Whatcom County Water District No. 7
					Whatcom Transportation Authority
					Whidbey Island Public Hospital District
					Whitestone Reclamation District
					Whitman County Fire District No. 11
					Whitman County Fire Protection District No. 12
					Whitman County Fire Protection District No. 14
					Whitman County Fire Protection District No. 7
					Whitman County Public Hospital District No. 3
					Whitman County Rural Library District
					Whitworth Water District No. 2
					Willapa Valley Water District
					William Shore Memorial Pool District
					Williams Lake Sewer District No. 2
					Wine Science Center Development Authority
					Wollochet Harbor Sewer District
					Woodinville Water District
					Yakima County Fire District No. 1
					Yakima County Fire District No. 3
					Yakima County Fire District No. 4
					Yakima County Fire District No. 5
					Yakima County Fire District No. 6
					Yakima County Fire Protection District No. 12
					Yakima County Fire Protection District No. 14
					Yakima County Mosquito Control District
					Yakima Housing Authority
					Yakima Regional Clean Air Authority
					Yakima Rural County Library District
					Yakima-Tieton Irrigation District
					State
					North Seattle Community College
					Seattle Colleges
					State Of Washington
					Washington State Department of Enterprise Services
					Washington State Department of Health
					Washington State Department of Social and Health Services
					Washington State Health Care Authority
					Tribal
					Columbia River Inter-Tribal Fish Commission
					Confederated Tribes of the Chehalis Reservation
					Confederated Tribes of the Colville Reservation
					Confederated Tribes of the Yakama Nation
					Cowlitz Indian Tribe
					Hoh Indian Tribe
					Jamestown S'Klallam Tribe
					Kalispel Tribe of Indians
					Lower Elwha Klallam Tribe
					Lummi Indian Nation
					Makah Tribe
					Muckleshoot Indian Tribe
					Nisqually Indian Tribe
					Nooksack Indian Tribe
					Port Gamble S'Klallam Tribe
					Puyallup Tribe of Indians
					Quileute Indian Tribe
					Quinault Indian Nation
					Samish Indian Nation
					Sauk-Suiattle Indian Tribe
					Skokomish Indian Tribe
					Snoqualmie Indian Tribe
					Spokane Tribe
					Squaxin Island Tribe
					Stillaguamish Tribe of Indians
					Suquamish Tribe
					Swinomish Indian Tribal Community
					Tulalip Tribes
					Upper Skagit Indian Tribe
					Yakama Nation Land Enterprise

Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
City of Bristol
City of Buena Vista
City of Charlottesville
City of Chesapeake
City of Colonial Heights
City of Covington
City of Danville
City of Emporia
City of Fairfax
City of Falls Church
City of Franklin
City of Fredericksburg
City of Galax
City of Hampton
City of Harrisonburg
City of Hopewell
City of Lexington
City of Lynchburg
City of Manassas
City of Manassas Park
City of Martinsville
City of Newport News
City of Norfolk
City of Norton
City of Petersburg
City of Poquoson
City of Portsmouth
City of Radford
City of Richmond
City of Roanoke
City of Salem
City of Staunton
City of Suffolk
City of Virginia Beach
City of Waynesboro
City of Williamsburg
City of Winchester
Town of Abingdon
Town of Alberta
Town of Altavista
Town of Amherst
Town of Appalachia
Town of Appomattox
Town of Ashland
Town of Bedford
Town of Berryville
Town of Big Stone Gap
Town of Blacksburg
Town of Bluefield
Town of Boones Mill
Town of Bowling Green
Town of Boyce
Town of Boydton
Town of Bridgewater
Town of Broadway
Town of Brodnax
Town of Brookneal
Town of Buchanan
Town of Burkeville
Town of Cape Charles
Town of Cedar Bluff
Town of Charlotte Court House
Town of Clear Creek
Town of Chatham
Town of Cheriton
Town of Chilhowie
Town of Chincoteague
Town of Christiansburg
Town of Claremont
Town of Clarksville
Town of Clifton
Town of Clifton Forge
Town of Clinchco
Town of Clintwood
Town of Coeburn
Town of Colonial Beach
Town of Columbia
Town of Courtland
Town of Craigsville
Town of Crewe
Town of Culpeper
Town of Damascus
Town of Dayton
Town of Dendron
Town of Dillwyn
Town of Drakes Branch
Town of Dublin
Town of Dumfries
Town of Dungannon

Special Distrricts

Accomack-Northampton Transportation District
Albemarle County Service Authority
Albemarle-Charlottesville Regional Jail Authority
Alexandria Redevelopment and Housing Authority
Appomattox River Water Authority
Bath County Airport Authority
Bedford County Economic Development Authority
Bedford Regional Water Authority
Big Stone Gap Redevelopment and Housing Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority
Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority
Blue Ridge Regional Jail Authority
Blue Ridge Soil and Water Conservation District
Bristol Redevelopment and Housing Authority
Brookneal-Campbell County Airport Authority
Brunswick County Industrial Development Authority
Buchanan County Industrial Development Authority
Buena Vista Public Service Authority
Campbell County Utilities and Service Authority
Carroll County Industrial Development Authority
Carroll-Grayson-Galax Solid Waste Authority
Castlewood Water and Sewage Authority
Central Shenandoah Planning District Commission
Central Virginia Regional Jail Authority
Central Virginia Waste Management Authority
Charlottesville Redevelopment and Housing Authority
Charlottesville-Albemarle Airport Authority
Chesapeake Airport Authority
Chesapeake Bay Bridge and Tunnel District
Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wise Regional Wastewater Authority
Craig-New Castle Solid Waste Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Culpeper Soil and Water Conservation District
Cumberland Plateau Planning District Commission
Cumberland Plateau Regional Housing Authority
Cumberland Plateau Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority
Dickenson County Industrial Development Authority
Dickenson County Public Service Authority
Dinwiddie Airport and Industrial Authority
Dinwiddie County Water Authority
District Three Governmental Cooperative
Dryden Water Authority
Eastern Shore of Virginia Broadband Authority
Essex County Industrial Development Authority
Fairfax County Economic Development Authority
Fairfax County Park Authority
Fairfax County Redevelopment and Housing Authority
Fairfax County Water Authority
Fauquier County Water and Sanitation Authority
Floyd County Economic Development Authority
Floyd-Floyd County Public Service Authority
Franklin Redevelopment and Housing Authority
Frederick County Sanitation Authority
Fredericksburg Stafford Park Authority
Frederick-Winchester Service Authority
Front Royal-Warren County Economic Development Authority
Ft. Monroe Authority
Giles County Public Service Authority
Greensville County Water and Sewer Authority
Halifax County Industrial Development Authority
Halifax County Service Authority
Hampton Redevelopment and Housing Authority
Hampton Roads Planning District Commission
Hampton Roads Regional Jail Authority
Hampton Roads Sanitation District
Harrisonburg Redevelopment and Housing Authority
Harrisonburg-Rockingham Regional Sewer Authority
Headwaters Soil and Water Conservation District
Hopewell Redevelopment and Housing Authority
James River Water Authority
John Flannagan Water Authority
Joint Public Service Authority
Lee County Industrial Development Authority
Lee County Public Service Authority
LENOWISCO Planning District Commission
Lord Fairfax Soil and Water Conservation District
Loudoun County Sanitation Authority
Louisa County Water Authority
Lynchburg Redevelopment and Housing Authority
Marion Redevelopment and Housing Authority
Maury Service Authority
Mecklenburg-Brunswick Regional Airport Authority
Meherrin River Regional Jail Authority
Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Alleghany County Public Schools
Amelia County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Arlington Public Schools
Atlantic Shores Christian Schools
Augusta County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Botetourt County Public Schools
Bristol Virginia Public Schools
Brunswick County Public Schools
Buchanan County Schools
Buckingham County Public Schools
Buena Vista City Public Schools
Campbell County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlotte County Public Schools
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Public Schools
Clarke County School District
Colonial Beach Schools
Colonial Heights Public Schools
Copper River School District
Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Cumberland County Public Schools
Danville Public Schools
Dickenson County Public Schools
Dinwiddie County Public Schools
Fairfax County Public Schools
Falls Church City Public Schools
Fauquier County Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Fredericksburg City Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goochland County Public Schools
Grayson County Public Schools
Greene County Schools
Greensville County Public Schools
Halifax County Public Schools
Hampton City Schools
Hanover County Public Schools
Harrisonburg City Public Schools
Henrico County Public Schools
Henry County Public Schools
Highland County Public Schools
Hopewell Public Schools
Imagine Schools
Isle of Wight County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public School System
Lee County Public Schools
Lexington City Schools
Loudoun County Public Schools
Louisa County Public Schools
Lynchburg City Schools
Madison County Public Schools
Manassas City Public Schools
Manassas Park City Schools
Martinsville Public Schools
Mathews County School District
Mecklenburg County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
New Kent County Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Norton City Public Schools
Nottoway County Public Schools
Orange County Public Schools

County

Accomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Augusta County
Bath County
Bedford County
Bedford County Public Service Authority
Bland County
Botetourt County
Brunswick County
Buchanan County
Buchanan County Public Service Authority
Buckingham County
Buckingham County Board of Supervisors
Campbell County
Caroline County
Carroll County
Carroll County Public Service Authority
Charles City County
Charlotte County
Chesterfield County
Clarke County
Craig County
Culpeper County
Cumberland County
Dickenson County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Floyd County
Fluvanna County
Franklin County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Greensville County
Halifax County
Hanover County
Henrico County
Henry County
Henry County Public Service Authority
Highland County
Isle of Wight County
James City County
King and Queen County
King George County
King George County Service Authority
King William County
Lancaster County
Lee County
Loudoun County
Louisa County
Lunenburg County
Madison County
Mathews County
Mecklenburg County
Middlesex County
Montgomery County
Nelson County
New Kent County
Northampton County
Northumberland County
Nottoway County
Orange County
Page County
Patrick County
Pittsylvania County
Pittsylvania County Service Authority
Powhatan County
Prince Edward County
Prince George County
Prince William County
Prince William County Service Authority
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockbridge County Public Service Authority
Rockingham County
Russell County
Scott County

Public Higher Education

Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dabney S. Lancaster Community College
Danville Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Germanna Community College
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Lord Fairfax Community College
Massanutten Technical Center
Mountain Empire Community College
New College Institute
New River Community College
Norfolk State University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Piedmont Virginia Community College
Radford University
Rappahannock Community College
Richard Bland College
Rowanty Technical Center
Southern Virginia Higher Education Center
Southside Virginia Community College
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
Tidewater Community College
University of Mary Washington
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
Virginia College Savings Plan
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State University
Virginia Western Community College
Wytheville Community College

State

State of Virginia
Virginia Department of Behavioral Health and Developmental Services
Virginia Department of General Services
Virginia Department of Health
Virginia Department of Health Professions
Virginia Department of Public Works

Townships

Township of Green, Ross County

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Hayst	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazwell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Maurertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR

REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO) Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
Saint Helena Fire Department
Pierce Manufacturing, Inc.
Enforcer Type 1 Engine
Sourcewell GPO Product ID: 789
September 11, 2021

SALES CONSULTANT
Jon Bauer
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
530.351.2151 Cell
jbauer@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

Saint Helena Fire Department

1480 Main Street

Saint Helena, CA 94574

Submitted Date:	September 11, 2021
Proposal Number:	50911-21A
Expiration Date:	September 30, 2021
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish the **SAINT HELENA FIRE DEPARTMENT** ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

OPTION "A" – 100% PRE-PAYMENT

#	Description	Price
A	One (1) Pierce Manufacturing, Inc. Enforcer Type 1 Engine	788,773.95
B	Discount Sourcewell GPO Consortium Purchase	(12,160.96)
C	Discount For 100% Pre-Payment	(26,589.77)

SUBTOTAL	**750,023.22**
8.25% State Sales Tax	61,876.92
California Tire Fee	10.50
GRAND TOTAL	**$811,910.64**

PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Third party performance bond
- Pre-construction conference at factory
- Construction review inspection at factory
- Factory final inspection
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached within approximately **400 to 430** calendar days after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **SAINT HELENA, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1.Payment Terms, 100% Pre-Payment – Customer shall pay 100% of the Grand Total, within 15 calendar days of Contract Signing to GSFA. It is the responsibility of the Customer to have full payment ready within this timeframe. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

GOLDEN STATE
FIRE APPARATUS

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Jon Bauer

Golden State Fire Apparatus, Inc.

I, _____ authorized representative of **SAINT HELENA FIRE DEPARTMENT** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE:_____ DATE:_____

CITY OF ST. HELENA

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING (1) purchase of a new Type 1 Fire Engine from Golden State Fire Apparatus, Inc. for a total not-to-exceed amount of $811,910.64; (2) authorize a transfer of $94,181.63 from the Public Safety Impact Fee Fund - Fund 216 to the Fire Department Engine Replacement Fund - Fund 593 for the purchase of the Type 1 Fire Engine; (3) authorize a budget increase of $811,910.64 to 593-4800-2630 in FY 2021-22 for the purchase of the Type 1 Fire Engine; and (4) authorize the City Manager to execute all related documents for the purchase of the Type 1 Fire 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 at 20 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; 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.

D. WHEREAS; St. Helena Municipal Code (SHMC) Title 3 Revenue and Finance – Section 3.04.140 B. Sole Source Purchases provides, “Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer.”

E. WHEREAS; SHMC Section 3.04.150 Cooperative purchasing with other agencies provides, “The bidding requirements of Section 3.04.100 shall not apply to the purchase of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal government agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto our join into

an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared and awarded by another public, local, state or federal government agency."

F. WHEREAS; on accordance with Sections 3.04.140 of the SHMC, the recommended vendor, Golden State Fire Apparatus, Inc., is the sole source vendor for Pierce Manufacturing, Inc. equipment.

G. WHEREAS; Pierce Manufacturing, Inc. was awarded a four-year contract through Sourcewell, a part of the National Joint Powers Alliance (NJPA) for the sale of firefighting apparatus, with related equipment, accessories, and supplies. The contract with Sourcewell has undergone the competitive bidding process, is considered cooperative purchasing, and is valid through April 16, 2022

H. WHEREAS; funding for the type 1 pumper engine will come from three sources:

(1) St. Helena Volunteer Fire Department Association (Association) - $217,729.01. This donation will be deposited into Fund 593 to be used towards the purchase of the Type 1 pumper engine. In accordance with City Council Policy *P-FI-0020 Donation Policy,* on October 12, 2021, the City Council accepted the donation from the Association.

(2) Engine Replacement Fund (Fund 593) - $500,000.00. This fund is funded by out-of-county strike-team reimbursements from the California Office of Emergency Services. All reimbursements for vehicles and equipment plus an additional 10% of all personnel and vehicle charges for an incident are deposited into this Fund. These funds are designated for the repair/replacement of Fire Department vehicles and equipment. The current balance in Fund 593 (not including the donation from the Association) is $615,000.

(3) Public Safety Impact Fee Fund (Fund 216) - $94,181.63. As with other impact fee funds, the purpose of the Public Safety Impact Fee Fund is to protect public health, safety, and general welfare by providing for adequate public facilities and funds are collected to mitigate the impacts of planned new development on City Facilities. 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.

I. WHEREAS; Upon receipt of the new Type 1 engine, Engine 317 (purchased in 1996) will be sold as surplus to the highest bidder among all California Fire

Departments which complies with the City Council Policy *P-FI-0021 Sale of Surplus Supplies, Equipment, or Personal Property*. Notification of the sale will be made via email through California Office of Emergency Services Area Coordinators.

RESOLUTION

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

1. Authorizes the purchase of a new Type 1 Fire Engine from Golden State Fire Apparatus, Inc. for a total not-to-exceed amount of $811,910.64; and
2. Authorizes a transfer of $94,181.63 from the Public Safety Impact Fee Fund - Fund 216 to the Fire Department Engine Replacement Fund - Fund 593 for the purchase of the Type 1 Fire Engine; and
3. Authorizes a budget increase of $811,910.64 to 593-4800-2630 in FY 2021-22 for the purchase of the Type 1 Fire Engine; and
4. Authorizes the City Manager to execute all related documents for the purchase of the Type 1 Fire Engine.

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

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

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution approving Amendment #2 STH Contract: FY2021-081 with Star Staffing in an amount of $25,000 for a total not-to-exceed amount of $75,000 for continued temporary staffing due to the City of St. Helena's water emergency.**

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

BACKGROUND

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

To assist with the increase in work load due to the Water Emergency, the City executed STH Contract: FY2021-081 on May 11, 2021 with Star Staffing for $25,000 to provide temporary staffing for the Finance Department during the water emergency (Attachment 1). Star Staffing has been providing services to the City five days per week.

As the Water Emergency continued, on September 14, 2021, City Council authorized Amendment #1 to STH Contract: FY2021-081 for an additional $25,000 for a total not-to-exceed amount of $50,000 (Attachment 2).

DISCUSSION

As the water emergency continues, the City has found the work performed by Star Staffing very beneficial during the water emergency due to increases in call volume and customer

inquiries. In addition, on October 11, 2021, the City's Accounting Technician serving as the primary contact for utility billing services started a new position as the City's Environmental Services Technician in the Public Works Department, leaving a staff vacancy, which currently has an active recruitment. Due to the continuing water emergency and the recent staff vacancy, staff recommends Amendment #2 to STH Contract: FY2021-081 with Star Staffing in an amount of $25,000 for a total not-to-exceed amount of $75,000 for continued temporary staffing for the Finance Department during the water emergency. It is estimated this amendment will provide continued support through December 31, 2021.

FISCAL IMPACT

The fiscal impact of Amendment #2 is an additional $25,000; however, due to a staff vacancy the costs for the amendment can be absorbed in the current budget through salary savings.

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

Attachment 1 - STH Contract FY2021-081
Attachment 2 - STH Contract FY2021-081 Amendment #1
Attachment 3 - STH Contract FY2021-081 Amendment #2
Attachment 4 - Resolution Star Staffing Amendment

STH Contract: FY2021-081

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on May 11, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Star Staffing (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Temporary Staffing for Finance Department.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
Star Staffing
Vanessa Salazar
707-265-9911
vanessa@starhr.com
1822 Jefferson St.
Napa, CA 94559

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Barbara J. Davis
Title: Director Risk Control

City:

By: Mark T. Prestwich
Digitally signed by Mark T. Prestwich
Date: 2021.05.11 11:09:54 -07'00'
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: ethan. walsh@bbklaw.com
Digitally signed by: ethan.walsh@bbklaw.com
DN: CN = ethan.walsh@bbklaw.com
Date: 2021.05.17 07:00:20 -07'00'
Name: Ethan Walsh
Title: City Attorney

Exhibit A
CITY OF ST. HELENA

2021

Rate Schedule for Temp and Temp-to-Hire

Job Title or Description	Shift	Pay Rate/Hour	Bill Rate/Hour	Mark Up
CLERICAL: Accounting Technician I	Any	$26.30-31.97	$40.77-49.55	1.55
CLERICAL: Bilingual Office Assistant	Any	$22.07	$34.21	1.55

Pay Rates are subject to change via CLIENT. All Pay Rate changes must be confirmed in writing.

The calculation below will apply:
Bill Rate = Pay Rate x Mark Up

Bill Rate shown on this Exhibit is specific to job titles and pay rates listed.

Conversion = 720 Hours

Background and Drug Screening included in Mark Up.

Rate Schedule for Direct Hire

Job Title or Description	Shift	Department	Fee
Pay rates up to $20/hr	Any	Any	20% of annual salary
Pay rates from $20.01/hr+	Any	Any	23% of annual salary

This rate schedule was prepared and effective April 26, 2021.

CITY OF ST. HELENA	STAR STAFFING
CLIENT NAME	STAFFING FIRM
Mark T. Prestwich (Digitally signed by Mark T. Prestwich Date: 2021.05.11 12:12:42 -07'00')	
Signature	Signature
Mark T. Prestwich	
Printed Name	Printed Name
City Manager	
Title	Title
05/11/21	
Date	Date

Initials

The information contained in this document (version 1.1.2021) is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior consent of Star H-R dba Star Staffing.

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT WITH STAR STAFFING; STH CONTRACT NO: FY2021-081 FOR FOR TEMPORARY STAFFING FOR FINANCE DEPARTMENT DUE TO THE WATER EMERGENCY FOR AN ADDITIONAL $25,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $50,000.

This First Amendment to Professional Services Agreement STH Contract: FY2021-081 dated May 11, 2021 ("Agreement") is made as of this 14th day of September, 2021 by and between the City of St. Helena, a municipal corporation ("City"), and Noll & Tam Architects ("Consultant").

RECITALS

A. On May 11, 2021, the City and Consultant entered into the Agreement for Consultant to provide temporary staffing for the finance department to help with water emergency calls and traffic; and

B. As the water emergency continues, it is necessary for the support to continue; and

C. City and Consultant desire to amend the agreement to increase the contract amount by $25,000 for a not-to-exceed amount of $50,000.

AGREEMENT

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

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

"Total compensation shall not exceed $50,000…"

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

Entered as of the day and year first above stated.

CONSULTANT:	**CITY OF ST. HELENA** a Municipal Corporation
Signatures of Authorized Persons:	By:_____
By: _____	Print Name: Mark T. Prestwich
Print Name:_____	Title: City Manager
Title: _____	APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

AMENDMENT #2

TO PROFESSIONAL SERVICES AGREEMENT WITH STAR STAFFING; STH CONTRACT NO: FY2021-081 FOR FOR TEMPORARY STAFFING FOR FINANCE DEPARTMENT DUE TO THE WATER EMERGENCY FOR AN ADDITIONAL $25,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $75,000.

This Second Amendment to Professional Services Agreement STH Contract: FY2021-081 dated May 11, 2021 ("Agreement") is made as of this 26th day of October, 2021 by and between the City of St. Helena, a municipal corporation ("City"), and Star Staffing ("Consultant").

RECITALS

A. On May 11, 2021, the City and Consultant entered into the Agreement for Consultant to provide temporary staffing for the finance department to help with water emergency calls and traffic in an amount not-to-exceed $25,000; and

B. On September 14, 2021, City Council authorized Amendment #1 to STH Contract: FY2021-081 for $25,000 for a total not-to-exceed amount of $50,000; and

C. As the water emergency continues and the Finance Division is has a staff shortage, it is necessary for the support to continue; and

C. City and Consultant desire to amend the agreement to increase the contract amount by $25,000 for a not-to-exceed amount of $75,000.

AGREEMENT

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

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

"Total compensation shall not exceed $75,000…"

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: AMENDMENT #2 TO STH CONTRACT: FY2021-081 WITH STAR STAFFING FOR THE AMOUNT OF $25,000, WITH A TOTAL CONTRACT NOT-TO-EXCEED $75,000, FOR CONTINUED TEMPORARY STAFFING FOR THE FINANCE DEPARTMENT TO ASSIST WITH THE WATER EMERGENCY.

WHEREAS, in accordance with the St. Helena Municipal Code, the City Council declared a water emergency on June 23, 2020, which moved the City into Phase I Water Regulations; and

WHEREAS, on October 13, 2020, emergency water conditions continued, and the City Council declared Phase II Water Restrictions; and

WHEREAS, to assist with the increase in work load due to the Water Emergency, on May 11, 2021, the City executed STH Contract: FY2021-081 with Star Staffing for $25,000 to provide temporary staffing for the Finance Department to assist with the water emergency; and

WHEREAS, Star Staffing has been providing services to the City five days per week; and

WHEREAS, on September 14, 2021, City Council authorized Amendment #1 to STH Contract: FY2021-081 for an additional $25,000 for a total not-to-exceed amount of $50,000; and

WHEREAS, as the water emergency continues, the City has found the work performed by the staff from Star Staffing very beneficial during the water emergency; and

WHEREAS, City and Consultant desire to amend the Agreement an additional $25,000 for a total not-to-exceed amount of $75,000.

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 Amendment #2 to STH Contract: FY2021-081 with Star Staffing for an additional $25,000 for a total not-to-exceed amount of $75,000.

SECTION 3. The City Council of the City of St. Helena hereby authorizes the City Manager to execute the Amendment.

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

Mayor Geoff Ellsworth: ____

Vice Mayor Paul Dohring: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Eric Hall: ____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **CONSENT ITEMS**

Subject: **September 2021 Review and Forecasting of City Water Supply Availability**

CEQA Determination: **Exempt**

Prepared By: Martin Beltran, Management Analyst

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena publishes a monthly water report on the City website (www.cityofsthelena.org/publicworks/page/water-reports). The report includes the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from Napa Water. In addition to presenting data on the amount delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included as well as information on rain and temperatures.

On April 27, 2021, the City Council adopted an Urgency Ordinance updating the regulatory requirements for commercial, industrial, and institutional users due to the seasonal nature of their water use. Beginning in June 2021, the updated Phase II allocation for commercial, industrial, and institutional users is 10% less than that user's average water use during the three preceding non-shortage years by month. For current calculations the following years are being used: 2017, 2018, and 2019. This baseline for determining allocations for commercial, industrial, and institutional users also applies in Phase III.

The Urgency Ordinance also updated the basis for which a Phase I, Phase II, or Phase III water emergency is determined from whether the City has sufficient volume of water

to meet its needs through November 1st, to whether the City has sufficient volume to meet its needs through the subsequent May 1st, after making conservative assumptions regarding rainfall during the rainy season based on recent data. The change to the standard allows the City to take into account potentially very low rainfall during the rainy season, and less than full replenishment of the City's water supply storage.

At the City Council meeting of July 27, 2021, the City Council requested City staff enhance the monthly water report to include a forecast of available water supply, consistent with the recently adopted Urgency Ordinance. This request is consistent with the City's Fiscal Year 2021-22 Council Goal to develop a Comprehensive Water Security Framework, and the recently developed Framework that includes a goal to "Maximize Conservation During Water Emergency" and subtask 1C to "provide customers with comparison of actual vs. projected water demand" as well as Framework Goal Improve Consumer Satisfaction and Confidence" and subtask 3C to "pursuant additional analytical tools to improve consumer confidence."

DISCUSSION

The City's Phase II Water Emergency underscores the importance of enhancing the City's analytical forecasting tools and public reports. In recent months, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for September 2021. The water produced for September 2021 is down by 33% when compared to September 2020 and down by 33% when compared to the average of September 2017-2019. The storage in Bell Canyon graph (Attachment 2) shows the water availability forecast for Bell Canyon with continued 37% reduction during peak consumption months (March - October) and 20% reduction during winter consumption months (November - February).

Water Produced or Delivered per Source

Source	Average (2017 - 2019) (Acre-Feet)	September 2020 (Acre-Feet)	September 2021 (Acre-Feet)
Bell Canyon	88	78	36
Stonebridge Wells	44	59	45
Napa Water	61	57	48
Total	**193**	**193**	**129**

Percent change from average of September 2017 - 2019: **-33%**
Percent change from September 2020: **-33%**

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

Attachment 1: Monthly Water Report September 1-30, 2021
Attachment 2: Storage in Bell Canyon Graph

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

Sept 1 - 31, 2021

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
END OF PERIOD in Million Gallons					
BEGINNING OF PERIOD in Million Gals					
AMOUNT PRODUCED in MG	11.8250	14.5187	0.0000	15.6076	0.0850
PERCENT	**28.1%**	**34.5%**		**37.1%**	0.2%

WATER DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL DELIVERY THIS PERIOD	41.951 **MG**	62.984 **MG**
MAXIMUM DAILY DELIVERY	2.239 **MG**	2.668 **MG**
MINIMUM DAILY DELIVERY	1.050 **MG**	0.745 **MG**
AVERAGE DAILY DELIVERY	1.398 **MG**	1.973 **MG**

WATER YEAR TOTALS

	THIS WATER YEAR	%	LAST WATER YEAR	%
LOUIS STRALLA WATER PLANT	86.83 **AF**	22.2%	253.89 **AF**	41.4%
NAPA WATER	156.16 **AF**	39.9%	175.42 **AF**	28.6%
STONEBRIDGE POTABLE WELLS	148.72 **AF**	38.0%	184.40 **AF**	30.0%
TOTAL WATER DELIVERY (ALL)	**391.71 AF**	**100.0%**	**613.71 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.4219 **MG/SEP 2- 30**	0.5443 **M.G.**
NAPA VALLEY COLLEGE	0.2121 **MG/SEP 2-30**	.1528 **M.G.**

WATER ELEVATION, CAPACITY & RAINFALL

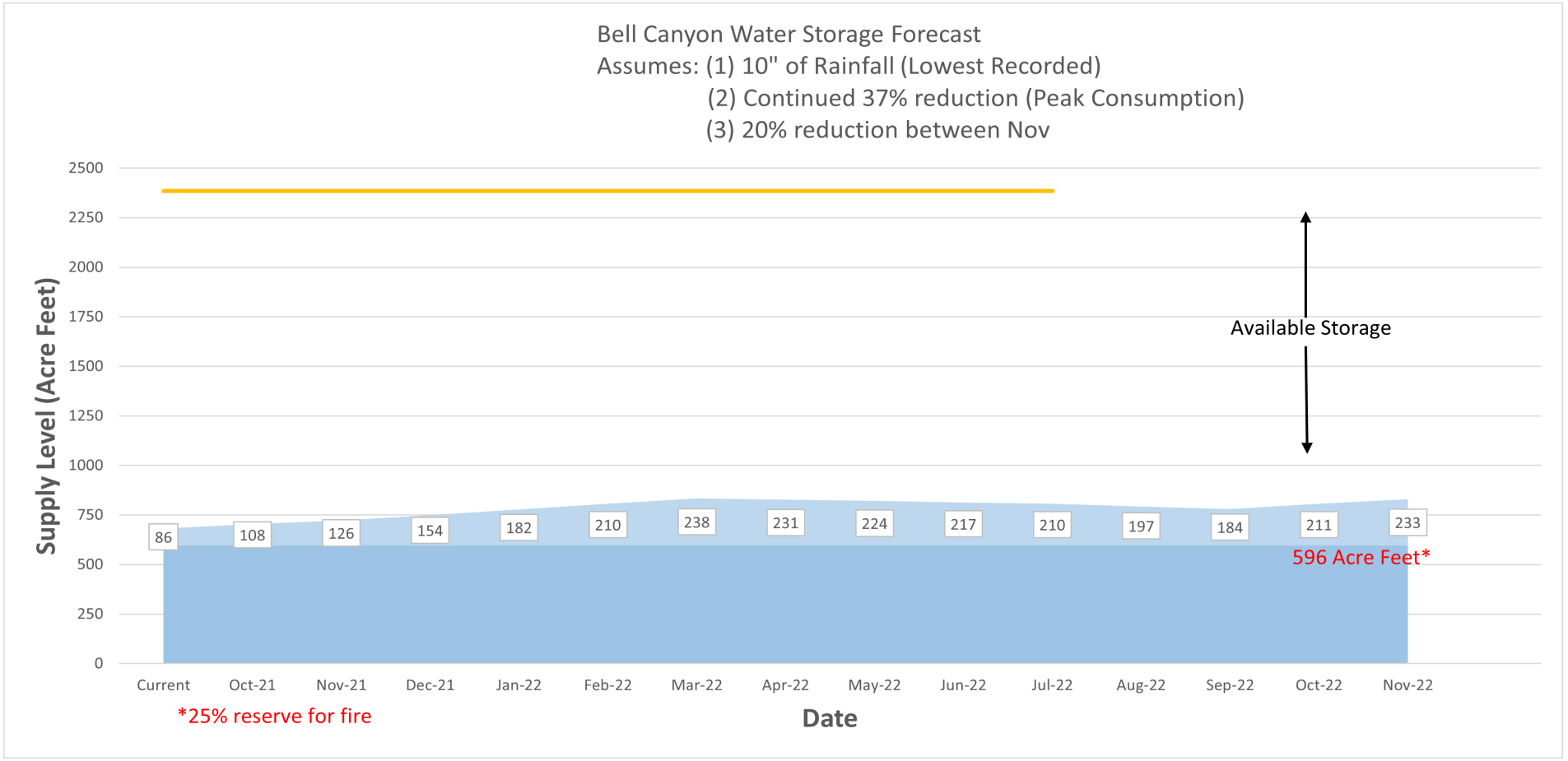
	THIS YEAR	LAST YEAR
ELEVATION BELL CANYON RESERVOIR	394.63 **FT.**	402.95 **FT.**
MONTHLY RISE OR DROP	-1.25 **FT.**	-2.70 **FT.**
CAPACITY AT END OF PERIOD	222.530 **MG**	400.250 **MG**
PERCENT OF FULL CAPACITY	28.0 **%**	40.4 **%**
RAINFALL IN THIS PERIOD	0.00 **IN**	0.00 **IN**
TOTAL RAINFALL SEASON TO DATE	0 **IN**	0.11 **IN**

TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	101-56	105-68
AVERAGE	73	86.8

REMARKS

City of Napa Water Delivery on Target: Yes
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.
Updates will be provided if any errors are identified.


Bell Canyon Water Storage Forecast
Assumes: (1) 10" of Rainfall (Lowest Recorded)
(2) Continued 37% reduction (Peak Consumption)
(3) 20% reduction between Nov
Supply Level (Acre Feet)
2500
2250
2000
1750
1500
1250
1000
750
500
250
0
Available Storage
86
108
126
154
182
210
238
231
224
217
210
197
184
211
233
596 Acre Feet*
Current
Oct-21
Nov-21
Dec-21
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
*25% reserve for fire
Date

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same.**

CEQA Determination: **Not a CEQA project**

Prepared By: Angela Cotton, Human Resources Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The St. Helena Fire Department began as a volunteer model when it began in 1911. In the 1970's the firefighters began to receive $1.00 for emergency calls answered resulting in a 1099 issued by the City each year end. Over the years pay per calls raised by $1.00 - $2.00 and peaked at $16.00 per call in 2015.

In the early 2000's the Fire Department began to experience difficulties with day-to-day operational staffing and maintenance. For example, under the per call model, if the ladder truck needed to be taken to Modesto for maintenance at the dealer it required two firefighters to take a day off work, uncompensated, to maintain its vehicles. Challenges like this contributed to an adjustment whereby the City began paying firefighters “Duty Pay.” The pay started at $30.00 per hour which was also the posted rate the firefighters received for strike teams. On January 1, 2016, the City of St. Helena began paying firefighters hourly $25.00 per emergency call and lowering their hourly duty rate from $30.00 per hour to $25.00.

Due to continuing challenges associated with availability of part-time day-time firefighters and increasing call volume, on May 3, 2018, the City Council held a Fire Department Operations Study Session. In an effort to proactively address emerging concerns about the limited availability of permanent part-time daytime firefighters and the City's ability to maintain critical emergency response service levels, the Fire Chief recommended migrating to a combination staffing model establishing two full-time firefighters supported by existing paid per hour firefighters. As part of the FY 2018-19 annual budget adoption, City Council authorized the addition of two full-time firefighter positions.

On July 1, 2018, the St. Helena Fire Department integrated two full-time firefighters into fire operations from 8:00 a.m. to 4:00 p.m. Monday through Friday. Until that point, fire operations response staff was strictly on-call, part-time, hourly firefighters. In addition to addressing the challenges with declining availability of part-time daytime firefighters, this decision was made to provide an improved response during daytime calls, manage the steadily increasing number of daytime calls, and to ease the burden placed on local businesses who allow their employees to respond to calls during their work hours. The change provided part-time firefighters with more opportunities for training as well as improved the firehouse's state of readiness and efficiency.

On March 14, 2019, the City Council held a follow-up Study Session to review Fire Department operations, emergency response, and staffing. Challenges expressed at that time included the City's ability to respond to Saturday emergency calls, fire season readiness, and sufficient staff for night calls. Recommendations were made to modify the full-time firefighter schedule to 10 hours to cover an additional commute hour in the morning and evening (representing 9% of calls), add a third part-time firefighter on duty Monday thru Saturday during the 10-hour day shift for peak fire season months (May thru November), and provide a stipend for two firefighters nightly to guarantee evening coverage.

This full-time and part-time hybrid staffing model, which remained dependent on available and trained part-time staff, has saved the City's General Fund approximately $1.3 million annually when contrasted with the costs in other cities who are required to support full-time fire departments; consequently, this allows the City to broaden investment in other City services and operations. However, it was noted at this time that continuing challenges with recruitment and retention of part-time firefighters is placing additional strain on the operation and ultimately may not be sustainable.
On February 11, 2020, the City Council received a review of the Fire Department operations and approved the recommended adjustments to improve readiness which included modification of one 10-hour part-time firefighter shift and an increase in the Fire Chief's weekly paid hours of work.

On September 14, 2021, the City Council received an update to FY 2021-22 revenue forecasts and considered and provided direction to staff regarding the FY 2021-22 Add-back considerations and Full-Time Fire Department staffing model and cost analysis. At this meeting the City Council provided direction to update the Fire Department staffing

model by four full-time firefighters (for a total of six full-time firefighters) to provide station coverage 24 hours a day, 7 days a week and increase the Fire Chief's hours from 30 hours per week to a full-time, 40-hour a week schedule.

DISCUSSION

Following direction provided by City Council at its September 14, 2021 meeting, it is recommended City Council adopt a resolution authorizing the following:

1. Approval of an additional four full-time firefighter positions.
2. Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena.
3. Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22.
4. Authorizing use of General Fund Reserves in an amount of the same.

Unrepresented Compensation Program will be presented at a subsequent Council meeting to approve the necessary amendments related to the structural changes of the Fire Department.

FISCAL IMPACT

The fiscal impact for the remainder of FY 2021-22 is approximately $315,970 with an effective date of October 27, 2021. A budget increase of $315,970 to Fire Department Salary and Benefits is necessary and use of General Fund Reserves of the same.

RECOMMENDED ACTION

Approve a Resolution Authorizing: (1) the Addition of Four Additional Full-time Firefighter Positions; (2) Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; (3) Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22; and (4) Authorizing use of General Fund Reserves in an amount of the same.

ATTACHMENTS

Resolution for Firefighters Staffing Model

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) THE ADDITION OF FOUR ADDITIONAL FULL-TIME FIREFIGHTER POSITIONS; (2) IMPLEMENT A 48/96 HOUR ROTATING SHIFT FOR ALL FULL-TIME AND PART-TIME FIREFIGHTER PERSONNEL OF ST. HELENA; (3) AUTHORIZING A BUDGET INCREASE OF $315,970 TO FIRE DEPARTMENT SALARY AND BENEFITS IN FY 2021-22; AND (4) AUTHORIZING USE OF GENERAL FUND RESERVES IN AN AMOUNT OF THE SAME.

WHEREAS, the St. Helena Fire Department began as a volunteer model when it began in 1911. In the 1970's the firefighters began to receive $1.00 for emergency calls answered resulting in a 1099 issued by the City each year end. Over the years pay per calls raised by $1.00 - $2.00 and peaked at $16.00 per call in 2015; and

WHEREAS, in the early 2000's the Fire Department began to experience difficulties with day-to-day operational staffing and maintenance, on January 1, 2016, the City of St. Helena began paying firefighters hourly $25.00 per emergency call and lowering their hourly duty rate from $30.00 per hour to $25.00; and

WHEREAS, due to continuing challenges associated with availability of part-time day-time firefighters and increasing call volume, on May 3, 2018, the City Council held a Fire Department Operations Study Session where the Fire Chief recommended migrating to a combination staffing model establishing two full-time firefighters supported by existing paid per hour firefighters; and

WHEREAS, on July 1, 2018, the St. Helena Fire Department integrated two full-time firefighters into fire operations from 8:00 a.m. to 4:00 p.m. Monday through Friday; and

WHEREAS, on March 14, 2019, the City Council held a follow-up Study Session to review Fire Department operations, emergency response, and staffing. Challenges expressed at that time included the City's ability to respond to Saturday emergency calls, fire season readiness, and sufficient staff for night calls; and

WHEREAS, on February 11, 2020, the City Council received a review of the Fire Department operations and approved the recommended adjustments to improve readiness which included modification of one 10-hour part-time firefighter shift and an increase in the Fire Chief's weekly paid hours of work.; and

WHEREAS, on September 14, 2021, the City Council received an update to FY 2021-22 revenue forecasts and considered and provided direction to staff regarding the FY 2021-22 Add-back considerations and Full-Time Fire Department staffing model and cost analysis.

WHEREAS, the City Council wishes to update the Fire Department staffing model by four full-time firefighters (for a total of six full-time firefighters) to provide station coverage 24 hours a day, 7 days a week and increase the Fire Chief's hours from 30 hours per week to a full-time, 40-hour a week schedule.

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

1. Authorizes the addition of Four Additional Full-time Firefighter Positions.
2. Implement a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena.
3. Authorizing a Budget Increase of $315,970 to Fire Department Salary and Benefits in FY 2021-22.
4. Authorize use of General Fund Reserves in an amount of the same.

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

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 Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and proposed approval of a resolution: (1) approving Employment Agreement between the City of St. Helena and John Sorensen, Fire Chief increasing hours of work from 30 to 40 hours per week effective October 27, 2021; (2) in accordance with the requirement of California Code Section 5953(c)(3) approving the recommended final action for the Fire Chief that provides that the additional 10 hours per week increases the annualized base salary to $176,800; (3) establishing the local government fire and emergency base hourly rate to be $85.00 and the Average Actual Rate to be $91.50; (4) duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations Title 2, Section 570.5 to include the new annualized salary for the Fire Chief; and (5) approving a budget increase of $27,730 to Fire Department Salary and Benefits for the increase of hours from October 27, 2021 to June 30, 2021 and use of General Fund Unassigned Reserves of the same. (Staff Report Forthcoming).**

CEQA Determination: **Not a CEQA project**

Prepared By: Angela Cotton, Human Resources Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 14, 2021, the City Council received an update to FY 2021-22 revenue forecasts and considered and provided direction to staff regarding the FY 2021-22 Add-back considerations and Full-Time Fire Department Cost Analysis. The City Council provided direction to update the Fire Department staffing model to provide station

coverage 24 hours a day, 7 days a week which would increase the full-time firefighters by four for a total of six full-time firefighters and increase the Fire Chief's hours from 30 hours per week to a full-time, 40-hour a week schedule. The additional hours will provide essential oversight and improved communication for the 25 permanent part-time firefighters, six full-time positions, and one full-time fire inspector/administrative assistant.

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

DISCUSSION

Historically, when a change in benefits or hours have occurred for the Fire Chief's position, an amendment to the employment agreement has been brought to City Council for approval. However, because the direction provided by City Council on September 14, 2021 is authorizing, for the first time in the City's history, a full-time Fire Chief position, staff has worked with the City Attorney to bring forth a new employment agreement with Chief Sorensen recognizing the full-time schedule and benefits.

FISCAL IMPACT

The annual fiscal impact is an increase of $53,734 to Salaries and Benefits for the Fire Department. This amount will be included in subsequent budget preparations.

The fiscal impact for the remainder of FY 2021-22 is approximately $27,730 with an effective date of October 27, 2021. A budget increase of $27,730 to Fire Department Salary and Benefits is necessary and use of General Fund Reserves of the same.

RECOMMENDED ACTION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

FY21-22 Salary Schedule Executive Management - 2021.10.26
Resolution for John Sorensen Employment Agreement Full Time Chief
Employment Agreement Sorensen John final

CITY OF ST. HELENA PUBLICY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted October 26, 2021

(1) Includes addition of Administrative Director position effective June 7, 2021.

(2) Includes an increase to the Fire Chief's salary from 1,560 hours annually to 2,080 hours annually effective October 26, 2021.

FY 2021-2022

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
City Clerk	Annual	103,871	109,064	114,517	120,243	126,255
	Monthly	8,656	9,089	9,543	10,020	10,521
	Hourly	49.94	52.43	55.06	57.81	60.70
Library Director	Annual	124,833	131,074	137,628	144,509	151,735
	Monthly	10,403	10,923	11,469	12,042	12,645
	Hourly	60.02	63.02	66.17	69.48	72.95
Parks & Recreation Director	Annual	126,426	132,747	139,385	146,354	153,672
	Monthly	10,535	11,062	11,615	12,196	12,806
	Hourly	60.78	63.82	67.01	70.36	73.88
Administrative Services Director(1)	Annual	136,412	143,233	150,394	157,914	165,810
	Monthly	11,368	11,936	12,533	13,159	13,817
	Hourly	65.58	68.86	72.30	75.92	79.72
Planning & Building Director	Annual	139,909	146,905	154,250	161,963	170,061
	Monthly	11,659	12,242	12,854	13,497	14,172
	Hourly	67.26	70.63	74.16	77.87	81.76
Fire Chief (2)(3)	Annual					176,800
	Monthly					14,733
	Hourly					85.00
Police Chief	Annual	148,786	156,226	164,037	172,239	180,851
	Monthly	12,399	13,019	13,670	14,353	15,071
	Hourly	71.53	75.11	78.86	82.81	86.95
Public Works Director	Annual	151,792	159,382	167,351	175,719	184,505
	Monthly	12,649	13,282	13,946	14,643	15,375
	Hourly	72.98	76.63	80.46	84.48	88.70
City Manager (3)	Annual					196,526
	Monthly					16,377
	Hourly					94.48

(3) Positions do not have a pay range

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

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) APPROVING EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ST. HELENA AND JOHN SORENSEN, FIRE CHIEF INCREASING HOURS OF WORK FROM 30 TO 40 HOURS PER WEEK EFFECTIVE OCTOBER 27, 2021; (2) IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE SECTION 5953(C)(3) APPROVING THE RECOMMENDED FINAL ACTION FOR THE FIRE CHIEF THAT PROVIDES THAT THE ADDITIONAL 10 HOURS PER WEEK INCREASES THE ANNUALIZED BASE SALARY TO $176,800; (3) ESTABLISHING THE LOCAL GOVERNMENT FIRE AND EMERGENCY BASE HOURLY RATE TO BE $85.00 AND THE AVERAGE ACTUAL RATE TO BE $91.50; (4) DULY ADOPTING AND APPROVING PUBLICLY AVAILABLE PAY SCHEDULES IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS TITLE 2, SECTION 570.5 TO INCLUDE THE NEW ANNUALIZED SALARY FOR THE FIRE CHIEF; AND (5) APPROVING A BUDGET INCREASE OF $27,730 TO FIRE DEPARTMENT SALARY AND BENEFITS FOR THE INCREASE OF HOURS FROM OCTOBER 27, 2021 TO JUNE 30, 2022 AND USE OF GENERAL FUND UNASSIGNED RESERVES OF THE SAME.

WHEREAS, on February 11, 2020, the City Council received a review of the Fire Department operations and approved the recommended adjustments to improve readiness which included modification of one 10-hour part-time firefighter shift and an increase in the Fire Chief's weekly paid hours of work.; and

WHEREAS, on September 14, 2021, the City Council received an update to FY 2021-22 revenue forecasts and considered and provided direction to staff regarding the FY 2021-22 Add-back considerations and Full-Time Fire Department staffing model and cost analysis.

WHEREAS, the City Council wishes to update the Fire Department staffing model by four full-time firefighters (for a total of six full-time firefighters) to provide station coverage 24 hours a day, 7 days a week and increase the Fire Chief's hours from 30 hours per week to a full-time, 40-hour a week schedule.

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

1. Authorizes Fire Chief increase of hours of work from 30 to 40 hours per week effective October 27, 2021.
2. Authorizing an additional 10 hours per week increase in the Fire Chief's work hours to equate to full-time and an annualized base salary to $176,800.
3. Authorizes the local government fire and emergency base hourly rate to be $85.00 and the average actual rate to be $91.50.
4. Authorizes publicly available pay schedules in accordance with the requirement of California Code of Regulations title 2, section 570.5 to include the new annualized salary for the Fire Chief.
5. Authorizing a Budget Increase of $27,730 to fire department salary and benefits for the increase of hours from October 27, 2021, to June 30, 2022.
6. Authorize use of General Fund Reserves in an amount of the same.

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

Mayor Geoff Ellsworth: ____

Vice Mayor Paul Dohring: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Eric Hall: ____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EMPLOYMENT AGREEMENT FOR FIRE CHIEF

Between

CITY OF ST. HELENA AND JOHN SORENSEN

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of October 26, 2021, between THE CITY OF ST. HELENA, a municipal corporation (City), and JOHN SORENSEN (Fire Chief or Employee), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ John Sorensen as Full-time Fire Chief for the City of St. Helena.

WHEREAS, John Sorensen desires to serve as Fire Chief of the City of St. Helena beginning on October 26, 2021.

WHEREAS John Sorensen has the necessary education, experience, skills and expertise to serve as the City's Fire Chief; and

WHEREAS, The City Manager, as appointing power, and John Sorensen desire to agree in writing to the terms and conditions of John Sorensen employment as Fire Chief.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Fire Chief

(a) Chief shall have the powers and shall perform the functions and duties specified in the job description and in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, as well as to perform other legally permissible and proper duties and functions as City Manager may from time-to-time assign.

(b) Chief shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Chief shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Chief shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Fire Chief.

(e) Chief shall devote full time to the performance of his duties; the Chief shallnotify the City Manager of any outside employment, in advance of accepting or beginning such outside employment. In no case may such employment interfere with the Chief's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Chief shall maintain all applicable certifications and licenses required to serve as the City's Fire Chief, as a condition of his employment.

2. Term

This Agreement is effective October 26, 2021, and will continue in effect until terminated as provided herein. As stated in Section 3, Chief's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Chief's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Chief is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Chief for any form of continued employment and (3) upon termination of this Agreement, the Chief understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Chief and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Fire Chief; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement**. The City Manager and Chief may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City**. The City Manager may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Chief, except as required by law (including but not limited to the California Firefighters Procedural Bill of Rights Act).

(c) **Severance**. Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Fire Chief is still willing and able to perform the duties of Fire Chief, the Fire Chief shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Chief after notice of the termination shall be debited from the period of severance pay. Eligibility for such severance payment is expressly conditioned upon Chief's execution, and non-revocation, of a written agreement for (i) a waiver and release of any and all claims against City, (and its officers, elected officials, employees, etc.) to the full extent permitted by law, and (ii) a covenant not to sue. (An appropriate written agreement will be prepared by the City Attorney and furnished to Employee.) However, in the event the Chief is terminated for cause, the Chief shall be entitled to only the compensation earned and accrued and such determination benefits and payments as may be required by law, but shall not be entitled to any severance benefits.

(d) **Resignation by Chief**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Chief to resign at any time from his position as Fire Chief. Chief may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Chief shall give the City thirty (30) days written notice of his intention to resign.

(e) **Rights and Remedies of Chief upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Chief any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, except as may be required under California or federal law. If Chief contests a termination for cause, Chief's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined herein. If the court determines there was no such "cause," Chief shall receive the severance pay provided in this subsection, but no other damages, costs, fees, or litigation expenses.

(f) **Resignation in Lieu of Termination**. If the Chief is terminated without cause, the Chief shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Chief

resigned, and Chief would remain eligible for severance as provided in subsection (c) above.

(g) **Administrative Leave.** The City Manager may place the Chief on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Chief for his services pursuant to the City's publicly available salary schedule for the Fire Chief. Effective October 26, 2021, the Chief's full-time annualized salary will be $176,800.

Salary for the Chief shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager. The Chief shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission. The Chief may be requested by the State of California to participate on a strike team, a Cal Fire Incident Management Team (IMT), or in the Office of Emergency Services (OES) mutual aid process. The Chief will notify the City Manager of any such proposed assignments. Ongoing participation by the Chief shall be at the City Manager's discretion. The Chief shall ensure all his regular duties are covered, so that the City and all its residents have proper Fire and Life Safety protection during any absence. Upon request by the City Manager, the Chief shall return to the City. Chief will receive compensation in the form of hourly pay for services rendered on such assignments outside of the City of St. Helena jurisdiction and be billed to the State of California or the Department of Emergency Services at the established hourly rate per the adopted pay schedule plus applicable benefits.

(b) **Performance Review.** The City Manager shall evaluate the Chief's performance by October 30, 2022, and at least annually thereafter.

(c) **CalPERS.** Employee shall continue to be included in the City's Safety Plan with the California Public Employees' Retirement System ("CalPERS") as a Classic member as required by law. Employee shall contribute the total "employee contribution" established by CalPERS. The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program, and makes no promises regarding any particular level of benefits that will be provided under that program.

(d) The City participates in Social Security; the employee contribution (currently 6.2%) will be deducted from the Chief's gross pay.

(e) **Fire Chief Pension Cost Sharing.** Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2022), safety employees covered by this Section, shall pay, through payroll

deduction, the full 10.1% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 11.1% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

(f) Chief shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Chief's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control. Sick leave, family care leave, and bereavement leave shall be provided in accordance with the City's Employee Handbook.

(g) Chief shall receive full vacation accrual of that which a regular full-time employee accumulated in accordance to the full-time vacation entitlement schedule in accordance with the City's Employee Handbook. The maximum amount of accrued vacation may not exceed 380 hours.

(h) Chief shall receive 12 paid holidays that full-time employees are entitled to as defined by the Unrepresented Compensation Program for Department Heads and Mid-Managers.

(i) Chief shall receive full accruals that Department Heads receive for floating holidays and executive leave. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating Vacation accruals and Floating Holidays; time shall be based on the Chief's initial date of hire with the City.

(j) **Vehicle Use.** In lieu of a vehicle allowance Chief shall have access and full use of a City vehicle for City business, and may drive the City vehicle home so that they City vehicle will be available for use for City business outside of regular business hours.

(k) **Communications.** Chief will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(l) **Professional Development and Training.** City shall pay for Chief's annual training and membership to essential professional associations.

(m) **Hours of Work.** The Chief is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief position.

(n) **Uniform Allowance.** The Chief shall receive an annual uniform allowance in the amount of $750.00 paid twice a year in December and June.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Chief shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief's duties as Fire Chief. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Chief:

(a) In the event the Chief is placed on paid leave pending an investigation, Chief shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for the Chief's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Chief may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

TO EMPLOYEE: John Sorensen
Last home address on file with the City

12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Chief and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Chief may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Chief acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters into this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Fire Chief have entered into and executed this Agreement as of the 26th day of October 2021.

CITY OF ST. HELENA
A Municipal Corporation

By: _____
Mark T. Prestwich

FIRE CHIEF

By: _____
John Sorensen

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **PUBLIC HEARINGS**

Subject: **Consideration and proposed approval of a Resolution Approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).**

CEQA Determination: **Not a CEQA project**

Prepared By: Martin Beltran, Management Analyst

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

LMR Destinations LLC, owners of 1000 Mills Lane, St Helena, CA, Napa County Assessor Parcel Number (APN) 009-070-049, 009-070-052, 009-070-053, and 009-070- 054 ("Property"), have applied to be annexed into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 141. A location map and description for the property is shown in Attachment 2. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer for tax purposes.

On September 14, 2020, and September 17, 2020, the Planning Commission held a noticed public hearing for Resolution PC2020-009, PC2020-010, and PC2020-011, Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement for the Farmstead at Long Meadow Ranch Project of 1000 Mills Lane.

On October 13, 2020, the City Council held a noticed public hearing for Resolution No. 2020-100, Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, Water Agreement, and Development Agreement for the Farmstead at Long Meadow Ranch Project (PL20-002) of 1000 Mills Lane conditioning the property owner to annex into the

City of St. Helena Municipal Sewer District No. 1. Per the City of St. Helena Municipal Code Sections 13.020.040 and 13.020.070, the property owner is required to annex into the City of St. Helena Municipal Sewer District No. 1, pay all annexation, connection, and impact fees prior to building their project.

On September 14, 2021, City Council adopted Resolution 2021-113 (Attachment 8), ordering the public hearing to annex the Property into the District.

DISCUSSION

The public hearing notices to consider objections to the proposed annexation for October 26, 2021, were first published on October 14, 2021 and the second on October 21, 2021. Also, per Section 4610.5, copies of the resolution were posted in three public places within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. (See Section 4646). After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District (which will also require at least four affirmative votes) upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. (See Section 4647). Upon recordation of the resolution the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District. (See Section 4648).

If the City Council approves the resolution following the hearing, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to obtain required encroachment and building permits.

[1] Unless otherwise noted, all further section references are to the California Health and Safety Code.

FISCAL IMPACT

There is no fiscal impact associated with this report. The Applicant is responsible to construct the sewer lateral and connection; pay annexation, connection, impact fees, and any applicable Building Department fees.

RECOMMENDED ACTION

It is recommended the City Council adopt a Resolution approving the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 141, 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, and 009-070-054).

ATTACHMENTS

Attachment 1: Resolution
Attachment 2: Map and Legal Description
Attachment 3: Sewer Annexation Application
Attachment 4: Receipt_Sewer Annexation and Impact Fees
Attachment 5: Planning Commission Resolution PC2020-009
Attachment 6: Planning Commission Resolution PC2020-010
Attachment 7: Resolution No. 2020-100
Attachment 8: Resolution 2021-113
2021-113 SETTING A HEARING FOR 6PM, TUESDAY, OCTOBER 26, 2021, TO CONSIDER OBJECTIONS TO PROPOSED ANNEXATION OF TERRITORY 1000 MILLS LN

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA TO APPROVE THE ANNEXATION OF TERRITORY, KNOWN AS 1000 MILLS LANE, ST HELENA, CA (APN 009-070-049, 009-070-052, 009-070-053, AND 009-070-054), INTO THE ST HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 141

RECITALS

A. The property at 1000 Mills Lane, St Helena, CA (APNs) 009-070-049, 009-070-052, 009-070-053, and 009-070-054 will benefit from annexation into the St. Helena Municipal Sewer District No. 1; and

B. The owner of 1000 Mills Lane, St Helena, CA (APNs) 009-070-049, 009-070-052, 009-070-053, and 009-070-054 ("Property") has requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"); and

C. The legal description and boundary for the Property to be annexed is described in the attached Exhibit A – Annexation Description; and

D. A public hearing regarding this proposed annexation was ordered on September 14, 2021, and duly noticed and held on October 26, 2021, at a regular meeting of the City Council of the City of St. Helena; and

E. All annexation fees have been paid; and

F. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code sections 4641 et seq.

RESOLUTION

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

1. The territory described in the attached Exhibit A – Annexation Description, commonly known as 1000 Mills Lane, St Helena, CA., Napa County Assessor Parcel Numbers (APNs) 009-070-049, 009-070-052, 009-070-053, and 009-070-054 are hereby ordered annexed; and

2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

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

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

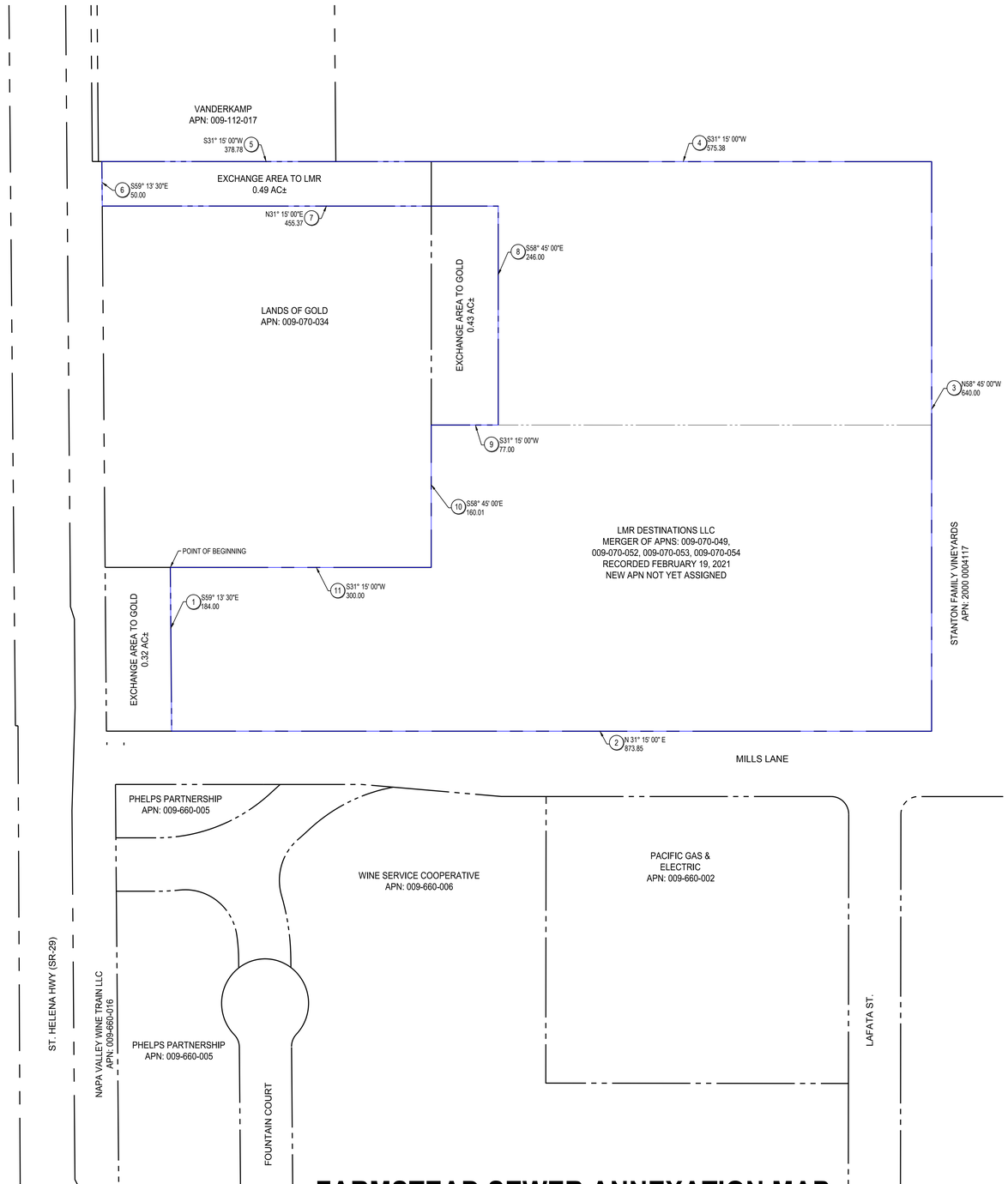
Councilmember Chouteau:_____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED: ATTEST:

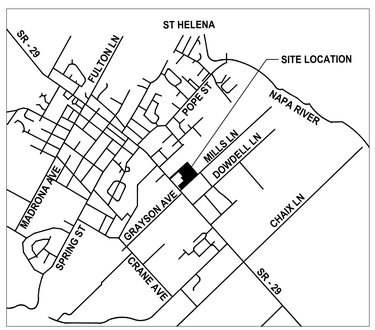
_____	_____
__ Geoff Ellsworth, Mayor	Cindy Tzafopoulos, City Clerk



COURSES

	BEARING	DISTANCE
1	S 59°13' 30" E	184.00'
2	N 31°15' 00" E	873.85'
3	N 58°45'00" W	640.00'
4	S 31°15' 00" W	575.38'
5	S 31°15' 00" W	378.78'
6	S 59°13' 30" E	50.00'
7	N 31° 15' 00" E	455.37
8	S 58° 45' 00" E	246.00'
9	S 31° 15' 00" W	77.00'
10	S 58° 45' 00" E	160.01'
11	S 31° 15' 00" W	300.00'

PROJECT AREA 9.7 ACRES



VICINITY MAP
NOT TO SCALE

SHERWOOD
DESIGN ENGINEERS
2548 Mission Street
San Francisco, CA 94110
www.sherwoodengineers.com

FARMSTEAD SEWER ANNEXATION MAP

FARMSTEAD LODGING
ST HELENA, CALIFORNIA

NORTH
0 30' 60' 120'

JUNE 14, 2021

P:\2016\16-163_Farmstead\04_Design\Exhibits\Sewer Annexation Boundary Map\CAD\Sewer Annexation Map.dwg|Sewer Annexation Map|Shannon Browne,6/14/2021 12:38:49 PM,Letter(22inx17in),1:33

GEOGRAPHIC DESCRIPTION

Annexation to St. of St. Helena Municipal District #1
ANNEXATION NO. XXXX-XX

All that real property situate in the City of St Helena, County of Napa, State of California, being a portion of the lands described in the Grant Deed to David A. Gold and Katherine A. Gold, Trustees of the David A. Gold and Katherine A. Gold Living Trust recorded November 3, 2002 as instrument number 2002-0044827 in the Official Records of Napa County and also being portions of Parcel One, Parcel Two, Parcel Three and Parcel Four as shown on the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County, said portions being more particularly described as a whole as follows:

Beginning at a point on the northwest line of Parcel Two as shown on the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County, said point being North 31º15'00" East 75.00 feet along said northwest line from the most western corner of said Parcel Two and thence leaving said northwest line and running along a line which runs parallel with, and lies 75.00 feet northerly of the southwest line of said Parcel Two;

Thence, (1)South 59º13'30" East 184.00 feet to the intersection with the southeast line of said Parcel Two;
Thence, (2) North 31º15'00" East 873.85 feet to the most eastern corner of said Parcel One,
Thence, (3) North 58º45'00" West 640.00 feet,
Thence, (4) South 31º15'00" West 575.38 feet to the most western corner thereof, said western corner also being the most northern corner of said lands of Gold,
Thence, (5) South 31º15'00" West 378.78 feet to the most western corner thereof,
Thence, (6) South 59º13'30" East 50.00 feet,
Thence, (7) North 31º15'00" East 455.37 feet,
Thence, (8) South 58º45'00" East 246.00 feet,
Thence, (9) South 31º15'00" West 77.00 feet,
Thence, (10) South 58º45'00" East 160.01 feet,
Thence, (11) South 31º15'00" West 300.00 feet to the **Point of Beginning** and containing **9.70** acres of land more or less.

The Basis of Bearings of this description is the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County

End of Description

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CITY OF ST. HELENA

DEPARTMENT OF PUBLIC WORKS

1572 RAILROAD AVENUE
ST. HELENA, CA .
94574
707-968-2658

Sewer Annexation and/or Connection Application Packet and Instructions

The City of St. Helena Municipal Sewer District No. 1 is considered a "community sanitary sewer" which is a sanitary sewer system owned and operated by the City of St. Helena. The municipal sewer district is not defined by a geographical boundary or city limit line it is simply those properties that are connected to the public system and are considered users of the system. A property located within the city limits does not necessarily imply that the property has been annexed to the sewer district. A Tax Rate Area (TRA) on the Assessor's Tax Roll will indicate if the property is in or out of the district. A TRA 3002 indicates the property is located within the sewer district, a TRA 3000 indicates it is not part of the sewer district.

Any project, property or person wishing to connect the municipal sewer district and become a user of the system is required to be annexed into the district if the property generating the wastewater is not already a part of the district as indicated by TRA 3000.

Procedures for Annexation into the Municipal Sewer District No. 1 are as follows:

1. To process the application process **ALL** of the following items must be completed and submitted to the St. Helena Public Works Director:
   - Application
   - St. Helena Application Fee, Process Fee and Connection Fee
   - Board of Equalization (BOE): Statement of Boundary Change Form
   - Board of Equalization Fee
     For more information of the BOE requirements please visit:
     https://www.boe.ca.gov/proptaxes/pdf/jurboundaryreq.pdf and
     https://www.boe.ca.gov/proptaxes/pdf/400ta.pdf
   - Napa County Mapping Flat Fee

2. Upon receipt of the application forms and appropriate fees, staff will review packet and determine if the proposed application meets the annexation requirements, and notify the applicant of determination.

3. Complete application meeting all annexation requirements will then be submitted for City Council review.
   - If the annexation is **denied** by City Council, applicant shall be refunded the State Board of Equalization Fee and the Napa County Mapping Fee.
   - If the annexation is **approved** by City Council, the applicant shall submit a written geographic description of the project area and map (both hard copy and digital format) depicting the projected area prepared by a Licensed Land Surveyor per BOE guidelines.

4. Upon receipt of the required geographic description of the project area and map, staff will prepare and submit the required information and fees to the State Board of Equalization and Napa County.

Updated 2/2018

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5. Prior to user physically connecting to the City's sewer system:
    - Staff shall confirm with the applicant that the annexation proceedings are complete and all fees have been paid
    - Prior to backfill of the trench at the connection point both Building and Public Works Staff will inspect applicable work and connections before final approval is given to applicant

FY 2020/2021	
City Sewer Annexation Fees (Resolution 2012-21)	
Sewer Connection Application Fee	$900
Annexation Process	$2,000
Connection Fee Inspection	$400
City Sewer Impact Fees (per habitable square foot) Municipal Code § 3.32.080	
Single Family Residential	$.45
Multi-family Residential	$.66
Office	$.44
Industrial	$.59
Commercial/Retail	$.88
Lodging	$.87
$(type of building) x (Habitable SF) = Sewer Impact Fee	
State Board of Equalization (BOE) Fee (Acreage Per Single Annexation)	
Less than 1 acre	$300
1.00 – 5.99 (most St. Helena properties)	$350
6.00 – 10.99	$500
11.00 – 20.99	$800
21.00 – 50.99	$1,200
51.00 – 100.99	$1,500
Greater than 101 acres	Refer to BOE
Napa County Mapping Flat Fee	$162
TOTAL TO BE PAID WITH APPLICATION SUBMITTAL	$ _____

See "Sewer Annexation Fee Breakout" in folder 09

Additional Costs	
Construction cost of sewer line from curb to home	Home owner pays independently
Cost to abandon the existing septic system	Home owner pays independently
Geographic description/map by licensed surveyor	Home owner pays independently
Monthly Sewer Service	Home owner pays independently

If you have additional questions please contact the Public Works Department at 707-968-2658.

Updated 09/2018

DocuSign Envelope ID: 3A53BAF6-710A-4FC5-9508-AE0A133855C4

CITY OF ST. HELENA

DEPARTMENT OF PUBLIC WORKS

1572 RAILROAD AVENUE, ST. HELENA, CA. 94574

707- 968-2658

Application for Sewer Annexation and/or Connection

APPLICANT INFORMATION

Applicant(s) Name			Phone
LMR Destinations LLC / Sherwood Design Engineers (Mike Hastings)			(415) 677-7300
Applicant(s) Street Address	**City**	**State**	**Zip**
PO Box 477	Rutherford	CA	94573
Property Owner Name			**Phone**
LMR Destinations LLC / Ted Hall			

PROPERTY INFORMATION

Property Address seeking sewer annexation	City	State	Zip
1000 Mills Lane	St. Helena	CA	94574

Assessor's Parcel No (APN)	Dwelling Square Footage	Existing Land Use
009-070-049, -052, -053, -054	Commercial Resort (See Building Permit Documents)	Pasture

Subsequent Development Plans, if any, and Timing

Commercial Resort to begin construction in the fall of 2021, with target completion date of February, 2023.

REQUIRED SIGNATURE

I hereby certify that this application and all other documents submitted are true and correct to the best of my knowledge and belief**. I also certify that I am the owner of the above property and have full legal rights to the property.**

DocuSigned by:

Ted W. Hall — AB40EDAF95584CB...

Property Owner Signature — 6/15/2021 — Date

**** FOR OFFICE USE ONLY ****

Application Received By	Date Application Received
Present Zoning	General Plan Designation

Application Checklist	Date Completed
St. Helena Application for Sewer Annexation	
Statement of Boundary Change Application: BOE	
Fees submitted	
Staff Report/Resolution Drafted	
City Council Approved	
Legal Description and Map	
Confirm Tax Area Rate	
Submission to BOE	
Submission to Napa County Auditor	
Submission to Napa County Assessor's office	
Napa County Tax Rate Area Change Received	
Grading Permits Approved	
Encroachment Permits Approved	
Finance Notified	
Date Service Began	

Fee Calculation Worksheet	
Sewer Connection Application Fee (St. Helena)	$900
Annexation Process (St. Helena)	$2000
Connection Fee Inspection (St. Helena)	$400
Sewer Impact Fee (St. Helena)	
State Board of Equalization (BOE) Fee	
Napa County Mapping Flat Fee	$162
Total Due at Application	
Sewer Impact Fee: $ _____* X _____(Habitable SF)	
(18/19) *PER SF $.51 SFR | $.77 MFR | $.51 Office| $.69 Industrial | $1.02 Com/Retail | $1.01 Lodging	
Total Collected with Application	
Pending Amount Due	
Fees to other agencies:	
State Board of Equalization Fee (Check # _____)	
Napa County Mapping Flat Fee (Check # _____)	$162.00

Please note there may be additional Building Department fees due for final hookup.
Contact the City of St Helena Building Department at 707.967.2779 with questions.

Updated 09/2018

CITY OF ST. HELENA
1480 Main St.
St. Helena, CA 94574

Date: 06/17/2021 Time: 10:14 AM
Receipt No. 00234217

Account:CR 3,300.00

Sewer Connection Inspect - Mills Lane	400.00
Sewer Connection App Fee - Mills Lane	900.00
Sewer Annexation Fees - Mills Lane	2,000.00

Total		3,300.00
Check	1186	3,300.00
Cash		0.00

Total	3,300.00
Change	0.00

Bal Forward:

LMR Destinations LLC
Customer #: 018489
PO Box 477

Rutherford, CA 94573

Cashier: JenniferW
Station: CITYHALL-VPN-03

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO. PC2020-009

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING DESIGN REVIEW AND A USE PERMIT AMENDMENT FOR THE FARMSTEAD AT LONG MEADOW RANCH PROJECT AT 738 MAIN STREET IN THE CITY OF ST.HELENA, CALIFORNIA

PROPERTY OWNER: Dixie & Martin Vanderkamp **APN:** 009-112-017

Recitals

1. On May 23, 2017, LMR Main Street Partners LLC submitted applications for a Use Permit Amendment and Design Review approval to memorialize all uses currently occurring on-site and to make several small additions to existing buildings at 738 Main Street in the Service Commercial district as described below:

   - A 160-seat restaurant; and
   - A wine tasting room, retail sales and offices in the historic Logan-Ives house; and
   - A covered open-air produce market; and
   - A café serving breakfast items and coffee (open from 7 a.m. to 12 p.m. with 40 outdoor seats); and
   - Various business and private social events occurring throughout the year. Events would occur between 9 am and 10 pm. Events up to 75 persons would occur daily while events of 76 to 200 persons are limited to four (4) per week. Outdoor live and recorded amplified music is included with these events; and
   - Local community events up to 6 times per year with up to 300 attendees;
   - Fitness classes including yoga and Pilates beginning at 9 a.m. (offered 2-3 times per week with up to 12 attendees); and
   - Film screenings. Films are screened four times per year, with four showings each day. Twenty to 40 attendees at each screening; and
   - A 408 sf addition to the farmer's market building for the addition of a butcher shop; and
   - A 355 sf expansion of dry storage space off the restaurant kitchen; and
   - A 510 sf expansion of storage space on the back side of the south wing events building on the southeast corner; and
   - A sound barrier approximately 4 ft. in height to an existing air-conditioning unit on the restaurant building; a sound attenuator to the exhaust outlet on the primary air conditioning unit on the restaurant building; and a sound barrier to the kitchen exhaust fan on the events building.
   - Approximately 255 ft of 8 ft fence will be installed on the east side of the property to buffer the adjacent property from noise and light.

2. Pursuant to CEQA Guidelines Sections 15072 and 15073, a Draft Mitigated Negative Declaration and included Initial Study was circulated for public review and comment from May 29, 2020 until June 29, 2020; and
3. The Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a number of potentially significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and
4. Whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation; and
5. A public notice was published in the Napa Valley Register and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law; and
6. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on September 14, 2020 and September 17, 2020; and
7. Now, therefore let it be found that, the Planning Commission recommends that the City Council of the City of St. Helena adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approve a Use Permit Amendment and Design Review thereby authorizing the modifications described in the staff report and the reviewed plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

A. In reviewing the findings in this Resolution, the Planning Commission relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.

B. CEQA Findings:

1. The Planning Commission has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration and other information in the record and has considered the information contained therein, prior to acting upon or approving the Project; and
2. The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
3. On the basis of the whole record, there is no substantial evidence that the Project as designed, conditioned, and mitigated, will have a significant effect on the environment; and
4. The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project; and
5. Based on the foregoing, the Planning Commission recommends that the City Council approve the Initial Study/Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program for the Project.

C. In accordance with the design review criteria identified in SHMC Section 17.164.030, in making their recommendation the Planning Commission finds that the project demonstrates the following:

1. *Consistency and compatibility with applicable elements of the general plan in that the proposed structures are consistent with the intent of applicable General Plan policies pertaining to development in the Service Commercial District.*
2. *Compatibility of design with the immediate environment of the site in that the project has been designed to be compatible with the surrounding environment.*
3. *Relationship of the design to the site is found to be consistent in that the project has been designed to be compatible with the site and the surrounding area.*
4. *That the design is compatible in areas considered by the board as having a unified design or historical character in that the project has been designed to be compatible with the site and the surrounding area.*
5. *That the design promotes harmonious transition in scale and character in areas between different designated land uses in that the project would not alter the scale or transition between different land uses inasmuch as it is surrounded by commercial and residential structures of a similar style.*
6. *Compatibility with future construction both on and off the site in that the proposed minor additions will blend in with existing and future construction in the immediate vicinity.*
7. *That the architectural design of structures and their materials and colors are appropriate to the function of the project in that the project has been professionally designed to suit the site and its surroundings.*
8. *That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community in that the improvements have been designed to be compatible with the site and its surroundings.*
9. *That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures in that landscaping and open space will enhance the overall appearance of the property and general vicinity.*
10. *That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles in that access to the site will remain via Charter Oak Avenue. No changes are proposed that would impact access to the site.*
11. *That natural features are appropriately preserved and integrated with the project in that the project has been designed to be compatible with the site and its surroundings.*
12. *That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions in that the proposed siding, colors, and roofing materials are consistent with the site context and compatible with surrounding design.*
13. *That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors*

create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site in that project landscaping and open space will enhance the project site and its surroundings.

14. *That sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials in that project related construction is required to meet all California Building Codes and City of St. Helena development standards.*

D. In accordance with SHMC Section 17.168.050, the Planning Commission recommends the following use permit findings to support the motion to recommend approval of the use permit amendment:

1. *That the proposed uses would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community in that proposed uses are related to the existing restaurant, would largely occur indoors within existing buildings, and are subject to review and approval by the Napa County Environmental Health Department.*
2. *That the proposed uses would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties in that the proposed project is subject to City noise regulations and is not anticipated to produce frequent noise audible beyond the property line.*
3. *That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan as traffic related impacts have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
4. *That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection in that impacts to these services have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
5. *That the proposed uses would provide adequate ingress and egress to and from the proposed location in that ingress and egress to the project site would not change as a result of the proposed project.*
6. *That allowing the proposed uses would not conflict with the City's goal of maintaining the economic viability of a local serving economy in that the proposed project would be consistent with General Plan Update 2040 policies.*
7. *That the proposed uses would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located as the proposed project is consistent with the intent of the Service Commercial zoning district.*
8. *That the proposed uses would not be in conflict with the City's General Plan in that the project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities.*
9. *That the proposed uses would not be injurious to public health, safety, or welfare in that the proposed uses are related to the existing restaurant, would largely occur*

indoors within existing buildings, and are subject to review and approval by the Napa County Environmental Health Department.

10. *That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan in that this use permit amendment only applies to this property and to these specific uses.*
11. *That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available in that the proposed project has provided required off-street parking.*
12. *That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed uses in that the project site can adequately be served by existing streets (Highway 29 and Charter Oak Avenue).*

Planning Department Conditions of Approval

E. The Planning Commission recommends approval of design review and a use permit amendment for the above-described project with the following conditions of approval. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
2. This approval shall be vested within one (1) year from the date of final action. A building permit application for the use allowed under this approval shall have been submitted within one (1) year from the effective date of this action or the approval shall expire, provided however that the approval may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals.
3. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
4. The approvals shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 14-day period.
5. All required fees, including planning fees, development impact fees, residential in-lieu housing fees, building fees, toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit. Fees shall be those in effect at the time of the issuance of the building permit.
6. Pursuant to City Council Resolution 2003-65, the owner and applicant are informed of the following:

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

additional affordable housing. This fee must be paid prior to a certificate of occupancy being issued.

7. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
8. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
9. Provided they are in general compliance with this approval, minor modifications may be approved by the Planning Director.
10. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
11. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
12. All conditions and requirements contained in Resolution #2009-30 remain in effect unless otherwise superseded by this approval.
13. If the property is sold or otherwise conveyed to new owners, the owner or successor in interest is required to notify the Planning Director in writing within 30 days of the change in ownership. The use permit shall then be brought before the Planning Commission for review in order for the City to assess whether operational practices that are different than what is approved in this use permit may occur and whether a use permit amendment is required.
14. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on September 14, 2020 and September 17, 2020, except as modified herein.
15. With the exception of handicapped employees, all employees shall park in the off-site supplemental lot; employees shall not park on-site or on neighboring streets.
16. Planters and tree wells must be bordered by a six-inch high concrete curb or equivalent barrier approved by the City.
17. A minimum of 20% of the subject property must remain maintained landscaping and shall be kept in a weed-free condition.

18. If the lease option for the off-site parking lot to be used for employee parking at Dowdell/McCormick is lost or the lease is otherwise terminated or expires, the applicant shall provide evidence that a parking lot with a similar number of parking spaces has been secured (and is approximately the same distance from the project site or applicant provides appropriate transportation from parking to project site).
19. During construction, the areas under construction on project site shall be adequately fenced and secured to prevent trespassing.
20. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
21. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.
22. Any seating used for the café is considered part of the 160 seat maximum not in addition to it. Café hours of operation are limited to 7:00 am to 12 pm.
23. The Farmers Market hours of operation shall be limited to daily from 10 am to 6 pm.
24. The events on the site may not exceed:
    a. Daily events up to 75 persons;
    b. Four (4) events per week, up to 200 persons with amplified outdoor live and recorded music;
    c. Six (6) community events per year with up to 300 guests; and
    d. Four (4) film screenings per year with 4 showings per day with a maximum of 40 attendees at each screening.
25. All onsite events shall be limited to the hours of 9 am to 10 pm. Fitness classes shall end by 11 am.
26. There shall be no events or community events scheduled concurrently on dates when film screenings occur. In no case shall multiple events (with persons in excess of 200 for all events totaled together) be concurrently scheduled.
27. All live and amplified music must comply with applicable City noise regulations.
28. The property shall maintain complimentary on or offsite valet parking service or a parking attendant when one or more private parties under 40 persons require parking above available onsite parking (consistent with past and existing parking operations).
29. For events with 40-200 persons, client hosts are required to use buses, vans or shuttles for transporting their guests to and from the site and the buses, vans and shuttles are required to park offsite after drop off.

30. An annual compliance review shall evaluate applicant's operations to determine compliance with all conditions of approval. City Planning and Building Director shall direct such review annually for five (5) years after approval. Any compliance issues shall be resolved either through applicant's voluntary action or, if necessary, City enforcement action consistent with St. Helena Municipal Code.

31. All noise attenuating features approved as part of the project must be installed within 120 days of building permit approval of such features.

Public Works Department Conditions of Approval

32. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.

33. Prior to the issuance of a building permit, for any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer.. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.

34. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Use Permit package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.

35. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties.

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

37. Site plans submitted for the building permit review shall identify the location of any trees within the project area. Additionally, all existing vegetation including location, species, and sizes shall be identified and indicate what vegetation is to be protected or removed. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.

38. Prior to issuance of a Certificate of Occupancy, any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.

39. Prior to issuance of a Certificate of Occupancy, remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices. Fire system calculations shall be submitted with the Building Permits to verify fire service lateral and meter sizing. Deferred submittals are not accepted.

40. Proposed separations between public water facilities and other utilities shall meet the minimum separations as specified by the Department of Health and the City of St. Helena Public Works Standards.

41. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.

42. Wastewater discharged is subject to all of the requirements and limitations set forth in Chapter 13.24, Wastewater Discharge, of the St. Helena Municipal Code.

43. The developer's existing onsite force main system shall provide protection from accidental discharge of prohibited materials or other wastes regulated as defined in Chapter 13.24, Wastewater Discharge, of St. Helena Municipal Code. Such facilities shall be provided and maintained at the Owner's expense.

    a. Owner shall continuously maintain records of all daily flows for a rolling three year period. Said records shall be made available to the City for review upon request.

    b. The City shall have the right to inspect all parts of the onsite force main system at anytime during normal business hours. Failure to take immediate corrective actions on any deficiencies found may result in enforcement actions as provided under the St. Helena Municipal Code or other applicable law.[Reserved]

44. Prior to the issuance of a Certificate of Occupancy, the Developer is required to install a wastewater flow meter measuring the total volume of wastewater leaving the project site, into the City's sewage collection infrastructure, and after installation, have the wastewater flow meter calibrated yearly. Annual wastewater flow meter calibration records are to be maintained by the project ownership and made available to City staff upon request. The style, design, manufacturer, and location of this meter must be of a form found to be acceptable by the City. The costs associated with the installation and calibration of this meter are required to be fully borne by the Developers, and the results of the flow measurement are to be utilized to determine the amount of the wastewater bills for the uses on site.

45. Prior to the issuance of a certificate of occupancy, trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.

46. Where applicable, the applicant shall be required to submit to the requirements for annual inspections of food/beverage service establishments and businesses that handle hazardous wastes for illicit stormwater discharges as required by the State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges. The annual stormwater illicit discharge inspections are performed and invoiced by Napa County Department of Environmental Management.

47. Provide details of all proposed fencing, walls, and gates on all plans submitted for building permit review.

48. Prior to issuance of a Certificate of Occupancy, the Developer shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards.

49. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.

50. Prior to issuance of a grading or building permit, the Developer shall be required to obtain a City encroachment permit for improvements on public right-of-way authorizing site work or construction activities on the site.

51. The Developer shall be required to obtain a Caltrans encroachment permit for improvements on and immediately adjacent to Highway 29 as necessary to complete any required offsite improvements.

52. The Developer shall be required to obtain permits necessary to complete work on the railroad right-of-way as necessary in conjunction with any required offsite improvements.

Building Department Conditions of Approval

53. A building permit is required for all onsite demolition, construction and/or change of occupancy.
54. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2019 Title 24 codes.
55. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
56. The applicant shall provide a construction waste management plan with the building permit application.
57. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
58. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.
59. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.
60. Properties which are on septic systems and proposing substantial renovations may require approval from the Napa County Environmental Health Department. Applicants are encouraged to engage with the County early in the building permit review process to reduce the potential for delay.

Fire Department Conditions of Approval

61. Plans submitted for building permit shall exhibit compliance with the current St. Helena Fire Code, as adopted and codified in St. Helena Municipal Code Chapter 15.36.
62. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.
63. One hour minimum fire resistant construction on all exterior walls within 10' of property boundary is required. Fire resistant construction of interior walls shall be determined by type of occupancy.
64. Any gates installed to control vehicular access to a property are required to be setback 30-feet from the property line and/or edge of pavement, whichever is greater. No vehicle gates may be installed without Fire Department and Public Works Department review and explicit approval.

I HEREBY CERTIFY that the City of St. Helena Planning Commission recommends that the City of St. Helena City Council approve the foregoing design review and use permit amendment applications at a regular meeting of said Planning Commission held on September 17, 2020 by the following roll call vote:

AYES: Commissioners Ponte, Hale, Anderson and Hardy
NOES: Commissioner Monnette
ABSENT: None
ABSTAIN: None

APPROVED:

Lester Hardy
Chair, Planning Commission

ATTEST:

Maya DeRosa, AICP
Planning and Building Director

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO. PC2020-010

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING DESIGN REVIEW, A USE PERMIT, A LOT LINE ADJUSTMENT, A LOT MERGER, A VARIANCE, AND A WATER AGREEMENT FOR THE FARMSTEAD AT LONG MEADOW RANCH PROJECT AT 1000 MILLS LANE IN THE CITY OF ST. HELENA, CALIFORNIA

PROPERTY OWNER: LMR Property Acquisition Partners LLC **APN:** 009-070-49,52,53,54

Recitals

1. LMR Main Street Partners LLC has submitted applications to the City of St. Helena for a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, Water Agreement and Development Agreement approval in order to construct an new 65 room hotel and associated facilities at 1000 Mills Lane in the Service Commercial and Twenty-acre Agriculture districts as described below:
    - A 9,882 sf multi-purpose building; and
    - A 3,452 sf utility and service building; and
    - A 3,114 sf spa building; and
    - A 2,652 sf pool and fitness building; and
    - Two outdoor pools, including one children's pool; and
    - Two (2) 1,000 sf agricultural barns.
2. Pursuant to CEQA Guidelines Sections 15072 and 15073, a Draft Mitigated Negative Declaration and included Initial Study was circulated for public review and comment from May 29, 2020 until June 29, 2020; and
3. The Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a number of potentially significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and
4. Whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation; and
5. A public notice was published in the Napa Valley Register and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law; and
6. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on September 14, 2020 and September 17, 2020; and

7. Now, therefore let it be found that, the Planning Commission recommends that the City Council of the City of St. Helena adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approve a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement approving a Development Agreement thereby authorizing the modifications described in the staff report and the reviewed plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

A. In reviewing the findings in this Resolution, the Planning Commission relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.

B. CEQA Findings:

1. The Planning Commission has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration and other information in the record and has considered the information contained therein, prior to acting upon or approving the Project; and
2. The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
3. On the basis of the whole record, there is no substantial evidence that the Project as designed, conditioned, and mitigated, will have a significant effect on the environment; and
4. The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project.
5. Based on the foregoing, the Planning Commission recommends that the City Council approve the Initial Study/Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program for the Project.

C. In accordance with the design review criteria identified in SHMC Section 17.164.030, in making their recommendation the Planning Commission finds that the project demonstrates the following:

1. *Consistency and compatibility with applicable elements of the general plan in that the proposed structures are consistent with the intent of applicable General Plan policies pertaining to development in the Service Commercial and Agricultural Districts.*
2. *Compatibility of design with the immediate environment of the site in that the project has been designed to be compatible with the surrounding environment.*
3. *Relationship of the design to the site is found to be consistent in that the project has been designed to be compatible with the site and the surrounding area.*
4. *That the design is compatible in areas considered by the board as having a unified design or historical character in that the project has been designed to be compatible with the site and the surrounding area.*

5. *That the design promotes harmonious transition in scale and character in areas between different designated land uses in that the project is of a similar scare and character to other development in the immediate area.*
6. *Compatibility with future construction both on and off the site in that the proposed project will blend in with existing and future construction in the immediate vicinity.*
7. *That the architectural design of structures and their materials and colors are appropriate to the function of the project in that the project has been professionally designed to suit the site and its surroundings.*
8. *That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community in that the improvements have been designed to be compatible with the site and its surroundings.*
9. *That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures in that landscaping and open space will enhance the overall appearance of the property and the immediate vicinity.*
10. *That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles in that access to the site will be provided via a realigned Mills Lane. Additional pedestrian connectivity will be provided by new sidewalks on LaFata Street and a pedestrian path connecting the property to 738 Main Street.*
11. *That natural features are appropriately preserved and integrated with the project in that the project has been designed to be compatible with the site and its surroundings.*
12. *That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions in that the proposed siding, colors, and roofing materials are consistent with the site context and compatible with surrounding design.*
13. *That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site in that project landscaping and open space will enhance the project site and its surroundings.*
14. *That sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials in that project related construction is required to meet all California Building Codes and City of St. Helena development standards.*

D. In accordance with SHMC Section 17.168.050, the Planning Commission recommends the following use permit findings to support the motion to recommend approval of the use permit:

1. *That the proposed uses would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community*

in that proposed uses are related to a new hotel and would largely occur indoors within new buildings.

2. *That the proposed uses would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties in that the proposed project is subject to City noise regulations and is not anticipated to produce frequent noise audible beyond the property line.*
3. *That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan as traffic related impacts have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
4. *That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection in that impacts to these services have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
5. *That the proposed uses would provide adequate ingress and egress to and from the proposed location in that ingress and egress to the project site would be provided via a realigned Mills Lane.*
6. *That allowing the proposed uses would not conflict with the City's goal of maintaining the economic viability of a local serving economy in that the proposed project would be consistent with General Plan Update 2040 policies.*
7. *That the proposed uses would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located as the proposed project is consistent with the intent of the Service Commercial and A-20 zoning districts.*
8. *That the proposed uses would not be in conflict with the City's General Plan in that the project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities.*
9. *That the proposed uses would not be injurious to public health, safety, or welfare in that the proposed uses consist of a new hotel and ancillary facilities and would largely occur indoors within new buildings.*
10. *That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan in that this use permit only applies to this property and to this specific use.*
11. *That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available in that the proposed project has provided required off-street parking.*
12. *That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use in that the project site can adequately be served by existing streets and a realigned Mills Lane.*

E. In accordance with SHMC Section 17.172.050, the Planning Commission recommends the following findings to support the motion to recommend approval of the variance:

1. *A hardship peculiar to the property, not created by the owner, exists as this requirement doesn't follow modern operational models and creates operational inefficiencies and therefore constitutes a peculiar hardship that is appropriately addressed and may be resolved through consideration of a Variance.*
2. *Other hotels in the SC district are not burdened by this requirement, therefore, the variance is necessary for the preservation and enjoyment of substantial property rights available to other properties in the same district and vicinity; and that a variance, if granted, would not constitute a special privilege of the recipient not enjoyed by his or her neighbors.*
3. *The authorization of the variance will not be a substantial detriment to adjacent properties and will not materially impair the purpose and intent of this title or the public interest, or adversely affect the general plan.*
4. *Inasmuch as there are not a significant number of similar properties in the vicinity or zoning district, it is not reasonably practicable to formulate a general regulation for such condition or situation. In other words, there are not enough hotels to make it necessary or practical to amend the zoning code to address this peculiar situation.*
5. *An approval of this Variance to allow for a 24/7 365 day/year on-site manager opposed to requiring that a manage physically live on-site will enhance the public health, safety and welfare of the community.*

F. In accordance with the requirements of SHMC Chapter 16.08, the Planning Commission recommends that the City Council approve the lot line adjustment and lot merger as described in the staff report.

Planning Department Conditions of Approval

G. The Planning Commission recommends that the City Council approve a design review, a use permit, a variance, a lot line adjustment, a lot merger, and a water agreement, for the above-described project located at 1000 Mills Lane with the following conditions of approval. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
2. This approval shall be vested pursuant to the development agreement, provided however that the approval may be extended under the terms of the development agreement or for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals.
3. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
4. All required fees, unless otherwise specified in the development agreement, including planning fees, development impact fees, building fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit except as expressly

provided herein. Fees shall be those in effect at the time of the issuance of the building permit.

5. Developer shall make a payment for the purpose of furthering the City's affordable housing goals in accordance with the requirements of Section 5.1.6 entered into by and between Developer and the City for this project. The Development Agreement requires $1,000,000 to be paid to the City prior to issuance of the building permit, and the remaining $2,200,000 to be paid at the earlier of (i) Transfer of the Property by Developer, other than a Permitted Transfer ("Transfer" and "Permitted Transfer" are defined in the Development Agreement); (ii) conversion of Developer's construction financing for the Project to permanent financing, or (iii) sixty (60) months after issuance of a final certificate of occupancy for the Project.
6. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
7. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
8. Provided they are in general compliance with this approval and the development agreement, minor modifications may be approved by the Planning and Building Director.
9. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
10. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
11. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on September 14, 2020 and September 17, 2020, except as modified herein.
12. If the property is sold or otherwise conveyed to new owners, the owner or successor in interest is required to notify the Planning Director in writing within 30 days of the change in ownership. The use permit shall then be brought before the Planning Commission for review in order for the City to assess whether operational practices that are different than what is approved in this use permit may occur and whether a use permit amendment is required.

13. For attendees who are not lodging guests, 1) the chef's table and demonstration classes shall occur during off-peak hours, 2) the chef's table is limited to 20 persons per event and 3) the demonstration classes are limited to 40 persons per event.
14. The spa, fitness building, pools, and outdoor seating areas are for the use of guests only.
15. Bar and lounge activities shall comply with the City's noise ordinance.
16. All live and amplified music must comply with applicable City noise regulations.
17. With the exception of handicapped employees, all employees shall park in the off-site supplemental lot; employees shall not park on-site or on neighboring streets.
18. All guests and visitors must park on-site or at applicant provided off-site parking.
19. Planters and tree wells must be bordered by a six-inch high concrete curb or equivalent barrier approved by the City.
20. A minimum of 20% of the subject property must remain maintained landscaping and shall be kept in a weed-free condition.
21. If the lease option for the off-site parking lot to be used for employee parking at Dowdell/McCormick is lost or the lease is otherwise terminated or expires, the applicant shall provide evidence that a parking lot with a similar number of parking spaces has been secured (and is approximately the same distance from the project site or applicant provides appropriate transportation from parking to project site).
22. Prior to issuance of a Certificate of Occupancy, the applicant shall designate a Transportation Demand Management (TDM) coordinator to establish programs to ensure VMT by guests and employees are reduced, including, but not limited to, employee car and vanpooling, employer-sponsored transit passes, bicycle-sharing, showers, lockers, secure bike storage, and winery tours for guests with pickup and drop-off at the lodge.
23. Prior to issuance of a Certificate of Occupancy, the developer shall provide verification that an on-call shuttle service is available during all hours as long as there is an off-site employee parking lot.
24. Prior to issuance of a Certificate of Occupancy, the developer shall install a shelter at the off-site Dowdell Lane parking lot.
25. Prior to issuance of a grading permit, the project site shall be adequately fenced and secured to prevent trespassing.
26. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
27. Prior to issuance of a Certificate of Occupancy, the applicant shall provide two (2) courtesy bicycles per guest room.
28. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if

work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

Public Works Department Conditions of Approval

29. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
30. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
31. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Use Permit package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.
32. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. The Developer shall submit a storm drain system design calculations for the project in accordance with City of St. Helena, Napa County and State of California codes in effect at the time of improvement plan submittal. The calculations shall include a hydrology map, hydrology and hydraulic calculations, pipe size calculations, inlet capacity calculations, and other information necessary to support the proposed design.
33. Prior to the issuance of a Certificate of Occupancy, the Developer shall install storm drain Detention system improvements as required to maintain post development 10-year runoff from the pre-development levels. The Developer shall submit storm drain detention system supporting calculations for review and approval prior to improvement plan approval.
34. Prior to the issuance of a Certificate of Occupancy, the Developer shall install detention system inlets sized to pass at minimum the 25-year flows.
35. A grading and drainage plan shall be prepared for the project that includes a design that allows for a 100-year overland release. All graded building pads shall be above the 100-year overland release elevation.
36. The grading plans provided by the Developer for review shall include the existing topography shown with contour lines labeled at one-foot intervals and extending a

minimum of 100-feet beyond the limits of the site, or sufficient distance to indicate impacts on adjacent properties.

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

38. Prior to the issuance of a grading permit or building permit (whichever occurs first), the project property owner shall file a Notice of Intent (NOI) with the State Water Resources Control Board and prepare a Construction Storm Water Pollution Prevention Plan (SWPPP).This is required because the overall project grading involves an area of disturbed surface soil that is greater than or equal to one acre, .

39. The Developer shall execute a City of St. Helena Water Agreement with an annual water use cap of 1,953,928 gallons per year prior to issuance of a Building Permit.

40. Due to the new water demand on the City system in the amount of 1,953,928 gallons per year, the Developer shall implement an alternative innovative method of mitigating water use as allowed under Section 13.12.030(B) of the SHMC, and approved by City Council in the Development Agreement prior to certificate of occupancy. The required offsite improvements to offset water demand as required pursuant to the Development Agreement is as follows: The Developer shall construct and install $256,549 worth of water infrastructure (i.e., purple pipe) in Mills Lane between Highway 29 easterly to the eastern end of Mills Lane. This purple pipe is intended to connect to a future wastewater treatment facility and deliver recycled water to Crane Park's irrigation infrastructure by November 1, 2022, significantly reducing the City's use of potable water. No certificate of occupancy for the Lodging component may be issued, until either the Developer has demonstrated or City has confirmed that either: (a) the water savings from the irrigation of Crane Park with recycled water from the wastewater treatment facility offsets the Lodging component's anticipated water demand, or (b) the Developer has identified and implemented other measures calculated to save potable water in amounts equal to the Project's anticipated use of City water permanently or until recycled water is delivered to Crane Park. Such improvements shall be constructed and approved by the City Engineer in accordance with the terms of the Development Agreement prior to the issuance of a final certificate of occupancy for the Project. Developer may be eligible for partial reimbursement of the costs of construction of the improvements required under this condition in accordance with the terms of the Development Agreement.

41. The Developer shall adhere to the executed Water Agreement with the City and shall incorporate water conservation practices into the proposed project per the Water Availability Analysis prepared by Sherwood Design Engineers, dated May 2, 2017 and the revision dated September 2, 2020. The water conservation requirements shall be replicated in full on the architectural plans.

42. Prior to issuance of a Certificate of Occupancy, all parcels shall be connected to the City of St. Helena municipal water system and installed per City of St. Helena standards.

43. Prior to issuance of a grading or building permit (whichever occurs first) a detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared by the applicant's engineer and submitted for review approval. The Plan shall be prepared

in accordance with the latest edition of the *Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual* and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).

44. Prior to the issuance of a Certificate of Occupancy, a Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted by the applicant's engineer for review and approval by the City Engineer. Once approved, the property owner shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.

45. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.

46. Prior to issuance of a grading permit, a detailed Soils Investigation/Geotechnical Report shall be prepared by the developer and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.

47. Prior to issuance of a grading permit, unless otherwise explicitly permitted, all existing abandoned wells, septic tanks/systems and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Developers project engineer shall provide a letter describing the scope of the search done to make this determination.

48. Per the September 14, 2020 Technical Memo titled "Hydrogeologic Evaluation of Possible Impact of Proposed Irrigation-Supply Pumping on Local Aquifer Systems Proposed Farmstead Lodge Property" by Richard Slade and Associates, the applicant shall adhere to the following:

    a) Prior to certificate of occupancy, the applicant shall initiate a groundwater monitoring program for the three active onsite wells. This will include frequent, consistent, and accurate monitoring of water levels, frequent monitoring of pumping rates and pumped volumes of groundwater and could also include verifying the accuracy of the existing flow meters in Well #1- PWS and Well #2-IRR. Water level monitoring should continue to utilize pressure transducers set to a depth just above the depth setting of the new pump in Well #1-PWS and Well #2-IRR. A new transducer should be installed and properly calibrated in the Shared well, along with a proper dual reading flow meter that is installed at an appropriate location on the discharge pipe near its wellhead. These transducer installations must include occasional corroboration using a manual water level sounder. The acquired data shall be downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; and

b) Prior to certificate of occupancy, the applicant shall have completed one of the following options on the inactive well:

   i. Shall demolish the inactive well per State and County standards (DWR, Bulletin 74-90); or

   ii. Leave the inactive well on the parcel as part as a permanent groundwater monitoring well. The acquired data shall be downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; or

   iii. Submit the appropriate permit applications to the City and the County to rehabilitate the inactive well in order to utilize it for an emergency back-up supply well. The well will be required to be monitored similarly as the three active wells and submitted to the City Public Works Department on an annual basis by June 30.

49. Prior to the issuance of a grading permit, the site plan shall show the location of any trees within the project area. Provide a tree protection plan for approval by the Public Works Director prior to approval of the building permit. The plan shall be coordinated with any civil grading/drainage/improvement plans.

50. The Developer shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.

51. Prior to the issuance of a Certificate of Occupancy, the Developer shall underground all on-site utility lines per St. Helena Municipal Code. The cost of undergrounding shall be the responsibility of the Developer.

52. Due to the economic and engineering infeasibility of undergrounding regional serving overhead power lines, such existing lines may remain on overhead power poles.

53. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.

54. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.

55. Proposed separations between public water facilities and other utilities shall meet the minimum separations as specified by the Department of Health and the City of St. Helena Public Works Standards.

56. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.

57. Wastewater discharged is subject to all of the requirements and limitations set forth in Chapter 13.24, Wastewater Discharge, of the St. Helena Municipal Code.

58. Prior to the issuance of the first building permit for 1000 Mills Lane, the Developer shall apply for annexation to the St. Helena Municipal Sewer District No. 1. The application shall be completed in accordance with the City of St. Helena's Sewer Annexation Procedures including all annexation, impact, connection, and sewer fees.

59. Prior to issuance of a building permit, in order to confirm the theoretical assumptions in the Theoretical Sewer Capacity provided by Sherwood Design Engineers dated May 2, 2017, the Developer is required to perform 7-day flow monitoring at the downstream sanitary sewer manholes (No. 1-89 and No. 1-94) to verify that the existing sewer pipe has adequate capacity to accommodate the proposed additional flows. Peak sewer flows will not be allowed to exceed 2/3 full pipe. If the proposed wastewater discharge regimen increases peak flows to greater than 2/3 full pipe at the monitored locations and with the current infrastructure, the owner may be subject to paying a share of the cost of sewer upgrades with a dollar amount proportional to the increase in wastewater flow as a result of the site development.

    c) Concurrent with the building permit application, the Developer shall apply for and obtain a Wastewater Discharge Permit from the Department of Public Works as specified in St Helena Municipal Code Section 13.24.50. The permit conditions will require:

        a. Discharge flow rate shall not exceed 5,150 gallons per day.

        b. The onsite force main system shall provide protection from accidental discharge of prohibited materials or other wastes regulated as defined in Chapter 13.24, Wastewater Discharge, of St. Helena Municipal Code. Such facilities shall be provided and maintained at the Owner's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval prior to building permit approval.

        c. Owner shall continuously maintain records of all daily flows for a rolling three year period. Said records shall be made available to the City for review upon request.

        d. The City shall have the right to inspect all parts of the onsite force main system at anytime during normal business hours. Failure to take immediate corrective actions on any deficiencies found may result in enforcement actions as provided under the St. Helena Municipal Code or other applicable law.

60. Prior to the issuance of a Certificate of Occupancy, the Developer is required to install a wastewater flow meter measuring the total volume of wastewater leaving the project site, into the City's sewage collection infrastructure, and after installation, have the wastewater flow meter calibrated yearly. Annual wastewater flow meter calibration records are to be maintained by the project ownership and made available to City staff upon request. The style, design, manufacturer, and location of

this meter must be of a form found to be acceptable by the City. The costs associated with the installation and calibration of this meter are required to be fully borne by the Developers, and the results of the flow measurement are to be utilized to determine the amount of the wastewater bills for the uses on site. Said meter is required to be installed and functional prior to occupancy of the project.

61. Prior to issuance of a certificate of occupancy, trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.

62. Where applicable, the applicant shall be required to submit to the requirements for annual inspections of food/beverage service establishments and businesses that handle hazardous wastes for illicit stormwater discharges as required by the State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges. The annual stormwater illicit discharge inspections are performed and invoiced by Napa County Department of Environmental Management.

63. Provide details of all proposed fencing, walls, and gates on all plans submitted for building permit review.

64. Prior to Certificate of Occupancy, the Developer shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards.

65. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.

66. Prior to issuance of building permits, the Developer shall be required to pay a fair share fee contribution in the amount of 28.8% to a "HAWK" pedestrian hybrid flashing beacon for the Highway 29 at Charter Oak Avenue crosswalk identified in the Traffic Study by the Crane Transportation Group dated November 21, 2019 proposed for the SR 29/Charter Oak Avenue.

67. The Developer shall be required to pay a fair share fee contribution in the amount of 23.3% towards the Dowdell Lane and Highway 29 signalization at the time such improvement is constructed by the City.

68. The Developer shall construct those certain storm drain improvements necessary to extend and improve the storm drain along Mills Lane. These storm drain improvements will serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River. The Storm Drain Improvements shall be designed by City in accordance with the City's long-standing plan for this separate project is contained in City's Storm Drain Master Plan dated September 2000 (*see* Table 4-1) and the Highway 29 Specific Plan (*see* pages 37-

39, Exhibit 11). City shall further be responsible for permitting required for the Storm Drain Project, which shall likely include permits from the California Department of Fish and Wildlife, San Francisco Regional Water Quality Control Board, and the United States Army Corp of Engineers. Developer shall commence construction of the Storm Drain Improvements after the City has secured the permits required for the Storm Drain Improvements, provided, however, that the Storm Drain Improvements shall be completed before the Developer receives final certificate of occupancy for the Project. Upon completion of the storm drain improvements described in this condition, Developer shall be eligible for reimbursement of costs in excess of its proportionate share of costs in accordance with the terms of the Development Agreement.

69. Developer shall construct improvements to Mills Lane, which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the first certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer, and before Developer receives a final certificate of occupancy for the Project.

70. The Developer shall construct all on and offsite improvements in accordance with the improvement plans and supporting calculations that are prepared by a registered civil engineer and reviewed by the City of St. Helena Public Works Department. The improvement plans and supporting calculations shall include detailed designs for all utilities, water, grading, drainage, erosion control and paving.

71. Prior to issuance of a grading or building permit, the Developer shall be required to obtain a City encroachment permit for improvements on public right-of-way.

72. The following offsite improvements shall be installed by the Developer, completed prior to the issuance of a Certificate of Occupancy and will be provided on a separate offsite improvement plan set:

    - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, all required public frontage and street improvements shall be designed and built in accordance with City of St. Helena ordinances, Public Works Department Standard Specifications, and Caltrans requirements.
    - Specific offsite improvements include, in general, pavement widening, realignment of Mills Lane in accordance with the Highway 29 Specific Plan, signal upgrade at Highway 29/Main Street/Grayson Avenue/Mills Lane, signage, striping, street lighting, required accessible pedestrian curb ramps, and a new railroad crossing.
    - The typical half cross section of Mills Lane shall consist of a landscape strip, 10' path, curb and gutter, 8' parking strip, and 12' travel lane.
    - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the City water main from La Fata to the City's 12" water main on Highway 29 and install adequately spaced fire hydrants per the approval of the City's Fire Chief.

- In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the sewer main on La Fata to the project site.
- As identified in the 2019 Traffic Study by Crane Transportation Group, the Developer shall extend the sidewalk from La Fata Street to Mills Lane with a crosswalk to the project site. The La Fata Sidewalk improvements shall further be completed in accordance with the terms of the Development Agreement.
- The improvement plans shall include a Construction Traffic Control Plan.
- The improvement plans shall include an Erosion and Sediment Control Plan.
- The improvement plans shall include a Joint Trench Plan (as necessary).

73. The Developer shall be required to obtain a Caltrans encroachment permit for improvements on and immediately adjacent to Highway 29 as necessary to complete the offsite improvements as outlined above.
74. The Developer shall be required to obtain permits necessary to complete work on the railroad right-of-way as necessary in conjunction with the offsite improvements as outlined above.
75. The Developer shall construct all on and offsite improvements which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the final certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer and before the Developer receives a final certificate of occupancy for the Project.
76. Prior to issuance of a certificate of occupancy, the Developer shall pay traffic impact fees based on the Master Fee Schedule, and the fee will assume all square footage calculated at the lodging rate.
77. Prior to issuance of a certificate of occupancy, the Developer shall demonstrate that water to fill the swimming pools came from outside St. Helena.

Building Department Conditions of Approval

78. A building permit is required for all onsite demolition, construction and/or change of occupancy.
79. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2019 Title 24 codes.
80. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
81. The applicant shall provide a construction waste management plan with the building permit application.
82. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.

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

84. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

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

Fire Department Conditions of Approval

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

87. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.

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

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

I HEREBY CERTIFY that the City of St. Helena Planning Commission recommends that the City of St. Helena City Council approve the foregoing design review, use permit, lot line adjustment, lot merger, variance, water agreement applications and development agreement ordinance at a regular meeting of said Planning Commission held on September 17, 2020 by the following roll call vote:

AYES: Commissioners Ponte, Hale, Anderson and Hardy
NOES: Commissioner Monnette
ABSENT: None
ABSTAIN: None

APPROVED:

Lester Hardy
Chair, Planning Commission

ATTEST:

Maya DeRosa, AICP
Planning and Building Director

CITY OF ST. HELENA

RESOLUTION NO. 2020-100

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A RESOLUTION APPROVING DESIGN REVIEW, A USE PERMIT, A LOT LINE ADJUSTMENT, A LOT MERGER, A VARIANCE, AND A WATER AGREEMENT FOR THE FARMSTEAD AT LONG MEADOW RANCH PROJECT AT 1000 MILLS LANE IN THE CITY OF ST. HELENA, CALIFORNIA

PROPERTY OWNER: LMR Destinations LLC **APN:** 009-070-49,52,53,54

Recitals

1. LMR Destinations LLC has submitted applications to the City of St. Helena for a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, Water Agreement and Development Agreement approval in order to construct an new 65 room hotel and associated facilities at 1000 Mills Lane in the Service Commercial and Twenty-acre Agriculture districts as described below:
    - A 9,882 sf multi-purpose building; and
    - A 3,452 sf utility and service building; and
    - A 3,114 sf spa building; and
    - A 2,652 sf pool and fitness building; and
    - Two outdoor pools, including one children's pool; and
    - Two (2) 1,000 sf agricultural barns.
2. Pursuant to CEQA Guidelines Sections 15072 and 15073, a Draft Mitigated Negative Declaration and included Initial Study was circulated for public review and comment from May 29, 2020 until June 29, 2020; and
3. The Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a number of potentially significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and
4. Whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation; and
5. A public notice was published in the Napa Valley Register and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law; and
6. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on September 14, 2020 and September 17, 2020; and
7. At conclusion of the meeting on September 17, 2020, the Planning Commission recommended that the City Council of the City of St. Helena adopt the Mitigated

Negative Declaration and Mitigation Monitoring and Reporting Program and approve a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement approving a Development Agreement thereby authorizing the modifications described in the staff report and the reviewed plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

A. In reviewing the findings in this Resolution, the City Council relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.

B. CEQA Findings:

1. The City Council has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration, public comments, and all other information in the record and has considered the information contained therein, prior to acting upon or approving the Project; and
2. The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
3. On the basis of the whole record, there is no substantial evidence that the Project as designed, conditioned, and mitigated, will have a significant effect on the environment; and
4. The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project.
5. Based on the foregoing, the City Council approves the Initial Study/Mitigated Negative Declaration and adopts the Mitigation Monitoring and Reporting Program for the Project.
6. The custodian of the documents and other materials that constitute the record of proceedings is Cindy Izatopoulos, City Clerk and may be inspected at 1572 Railroad Avenue, St. Helena, CA 94574.

C. In accordance with the design review criteria identified in SHMC Section 17.164.030, the City Council finds that the project demonstrates the following:

1. *Consistency and compatibility with applicable elements of the General Plan and Highway 29 Specific Plan in that the proposed structures are consistent with the intent of applicable General Plan and Highway 29 Specific Plan policies pertaining to development in the Service Commercial and Agricultural Districts.*
2. *Compatibility of design with the immediate environment of the site in that the project has been designed to be compatible with the surrounding environment.*
3. *Relationship of the design to the site is found to be consistent in that the project has been designed to be compatible with the site and the surrounding area.*

4. That the design is compatible in areas considered by the board as having a unified design or historical character in that the project has been designed to be compatible with the site and the surrounding area.
5. That the design promotes harmonious transition in scale and character in areas between different designated land uses in that the project is of a similar scare and character to other development in the immediate area.
6. Compatibility with future construction both on and off the site in that the proposed project will blend in with existing and future construction in the immediate vicinity.
7. That the architectural design of structures and their materials and colors are appropriate to the function of the project in that the project has been professionally designed to suit the site and its surroundings.
8. That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community in that the improvements have been designed to be compatible with the site and its surroundings.
9. That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures in that landscaping and open space will enhance the overall appearance of the property and the immediate vicinity.
10. That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles in that access to the site will be provided via a realigned Mills Lane. Additional pedestrian connectivity will be provided by new sidewalks on LaFata Street and a pedestrian path connecting the property to 738 Main Street.
11. That natural features are appropriately preserved and integrated with the project in that the project has been designed to be compatible with the site and its surroundings.
12. That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions in that the proposed siding, colors, and roofing materials are consistent with the site context and compatible with surrounding design.
13. That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site in that project landscaping and open space will enhance the project site and its surroundings.
14. That sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials in that project related construction is required to meet all California Building Codes and City of St. Helena development standards.

D. In accordance with SHMC Section 17.168.050, the City Council adopts the following use permit findings to support the motion to recommend approval of the use permit:

1. That the proposed uses would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community in that proposed uses are related to a new hotel and would largely occur indoors within new buildings.
2. That the proposed uses would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties in that the proposed project is subject to City noise regulations and is not anticipated to produce frequent noise audible beyond the property line.
3. That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan as traffic related impacts have been identified in the Mitigated Negative Declaration and been determined to be less than significant.
4. That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection in that impacts to these services have been identified in the Mitigated Negative Declaration and been determined to be less than significant.
5. That the proposed uses would provide adequate ingress and egress to and from the proposed location in that ingress and egress to the project site would be provided via a realigned Mills Lane.
6. That allowing the proposed uses would not conflict with the City's goal of maintaining the economic viability of a local serving economy in that the proposed project would be consistent with General Plan Update 2040 policies.
7. That the proposed uses would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located as the proposed project is consistent with the intent of the Service Commercial and A-20 zoning districts.
8. That the proposed uses would not be in conflict with the City's General Plan in that the project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities.
9. That the proposed uses would not be injurious to public health, safety, or welfare in that the proposed uses consist of a new hotel and ancillary facilities and would largely occur indoors within new buildings.
10. That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan in that this use permit only applies to this property and to this specific use.
11. That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available in that the proposed project has provided required off-street parking.
12. That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use in that the project site can adequately be served by existing streets and a realigned Mills Lane.

E. In accordance with SHMC Section 17.172.050, the City Council adopts the following findings to support the motion to recommend approval of the variance:

1. *A hardship peculiar to the property, not created by the owner, exists as this requirement doesn't follow modern operational models and creates operational inefficiencies and therefore constitutes a peculiar hardship that is appropriately addressed and may be resolved through consideration of a Variance.*
2. *Other hotels in the SC district are not burdened by this requirement, therefore, the variance is necessary for the preservation and enjoyment of substantial property rights available to other properties in the same district and vicinity; and that a variance, if granted, would not constitute a special privilege of the recipient not enjoyed by his or her neighbors.*
3. *The authorization of the variance will not be a substantial detriment to adjacent properties and will not materially impair the purpose and intent of this title or the public interest, or adversely affect the general plan.*
4. *Inasmuch as there are not a significant number of similar properties in the vicinity or zoning district, it is not reasonably practicable to formulate a general regulation for such condition or situation. In other words, there are not enough hotels to make it necessary or practical to amend the zoning code to address this peculiar situation.*
5. *An approval of this Variance to allow for a 24/7 365 day/year on-site manager opposed to requiring that a manage physically live on-site will enhance the public health, safety and welfare of the community.*

F. In accordance with the requirements of SHMC Chapter 16.08, the City Council approves the lot line adjustment and lot merger as described in the staff report.

G. The City Council approves design review, a use permit, a variance, a lot line adjustment, a lot merger, and a water agreement, for the above-described project located at 1000 Mills Lane subject to the following conditions of approval. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

Planning Department Conditions of Approval

1. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
2. This approval shall be vested pursuant to the development agreement, provided however that the approval may be extended under the terms of the development agreement or for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals.
3. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
4. All required fees, unless otherwise specified in the development agreement, including planning fees, development impact fees, building fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit except as expressly

provided herein. Fees shall be those in effect at the time of the issuance of the building permit.

5. Developer shall make a payment for the purpose of furthering the City's affordable housing goals in accordance with the requirements of Section 5.1.6 entered into by and between Developer and the City for this project. The Development Agreement requires $1,000,000 to be paid to the City prior to issuance of the building permit, and the remaining $2,200,000 to be paid at the earlier of (i) Transfer of the Property by Developer, other than a Permitted Transfer ("Transfer" and "Permitted Transfer" are defined in the Development Agreement); (ii) conversion of Developer's construction financing for the Project to permanent financing, or (iii) sixty (60) months after issuance of a final certificate of occupancy for the Project.
6. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
7. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
8. Provided they are in general compliance with this approval and the development agreement, minor modifications may be approved by the Planning and Building Director.
9. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
10. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
11. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on September 14, 2020 and September 17, 2020, and by the City Council on October 13, 2020 except as modified herein.
12. If the property is sold or otherwise conveyed to new owners, the owner or successor in interest is required to notify the Planning Director in writing within 30 days of the change in ownership. The use permit shall then be brought before the Planning Commission for review in order for the City to assess whether operational practices that are different than what is approved in this use permit may occur and whether a use permit amendment is required.

13. For attendees who are not lodging guests, 1) the chef's table and demonstration classes shall occur during off-peak hours, 2) the chef's table is limited to 20 persons per event and 3) the demonstration classes are limited to 40 persons per event.
14. The spa, fitness building, pools, and outdoor seating areas are for the use of guests only.
15. Bar and lounge activities shall comply with the City's noise ordinance.
16. All live and amplified music must comply with applicable City noise regulations.
17. With the exception of handicapped employees, all employees shall park in the off-site supplemental lot; employees shall not park on-site or on neighboring streets.
18. All guests and visitors must park on-site or at applicant provided off-site parking.
19. Planters and tree wells must be bordered by a six-inch high concrete curb or equivalent barrier approved by the City.
20. A minimum of 20% of the subject property must remain maintained landscaping and shall be kept in a weed-free condition.
21. The owner or successor in interest shall notify the City in writing if the lease option for the off-site parking lot to be used for employee parking at Dowdell/McCormick is lost or the lease is otherwise terminated or expires. The owner or successor in interest shall provide evidence that a parking lot with a similar number of parking spaces has been secured (and is approximately the same distance from the project site or applicant provides appropriate transportation from parking to project site).
22. Prior to issuance of a Certificate of Occupancy, the applicant shall designate a Transportation Demand Management (TDM) coordinator to establish programs to ensure VMT by guests and employees are reduced, including, but not limited to, employee car and vanpooling, employer-sponsored transit passes, bicycle-sharing, showers, lockers, secure bike storage, and winery tours for guests with pickup and drop-off at the lodge.
23. Prior to issuance of a Certificate of Occupancy, the developer shall provide verification that an on-call shuttle service is available during all hours as long as there is an off-site employee parking lot.
24. Prior to issuance of a Certificate of Occupancy, the developer shall install a shelter at the off-site Dowdell Lane parking lot.
25. Prior to issuance of a grading permit, the project site shall be adequately fenced and secured to prevent trespassing.
26. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
27. Prior to issuance of a Certificate of Occupancy, the applicant shall provide two (2) courtesy bicycles per guest room.
28. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following

reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

~~Public Works Department Conditions of Approval~~

29. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
30. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
31. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Use Permit package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.
32. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. The Developer shall submit a storm drain system design calculations for the project in accordance with City of St. Helena, Napa County and State of California codes in effect at the time of improvement plan submittal. The calculations shall include a hydrology map, hydrology and hydraulic calculations, pipe size calculations, inlet capacity calculations, and other information necessary to support the proposed design.
33. Prior to the issuance of a Certificate of Occupancy, the Developer shall install storm drain Detention system improvements as required to maintain post development 10-year runoff from the pre-development levels. The Developer shall submit storm drain detention system supporting calculations for review and approval prior to improvement plan approval.
34. Prior to the issuance of a Certificate of Occupancy, the Developer shall install detention system inlets sized to pass at minimum the 25-year flows.
35. A grading and drainage plan shall be prepared for the project that includes a design that allows for a 100-year overland release. All graded building pads shall be above the 100-year overland release elevation.

36. The grading plans provided by the Developer for review shall include the existing topography shown with contour lines labeled at one-foot intervals and extending a minimum of 100-feet beyond the limits of the site, or sufficient distance to indicate impacts on adjacent properties.

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

38. Prior to the issuance of a grading permit or Building permit (whichever occurs first), the project property owner shall file a Notice of Intent (NOI) with the State Water Resources Control Board and prepare a Construction Storm Water Pollution Prevention Plan (SWPPP).This is required because the overall project grading involves an area of disturbed surface soil that is greater than or equal to one acre, .

39. The Developer shall execute a City of St. Helena Water Agreement with an annual water use cap of 1,953,928 gallons per year prior to issuance of a Building Permit.

40. Due to the new water demand on the City system in the amount of 1,953,928 gallons per year, the Developer shall implement an alternative innovative method of mitigating water use as allowed under Section 13.12.030(B) of the SHMC, and approved by City Council in the Development Agreement prior to certificate of occupancy. The required offsite improvements to offset water demand as required pursuant to the Development Agreement is as follows: The Developer shall construct and install $256,549 worth of water infrastructure (i.e., purple pipe) in Mills Lane between Highway 29 easterly to the eastern end of Mills Lane. This purple pipe is intended to connect to a future wastewater treatment facility and deliver recycled water to Crane Park's irrigation infrastructure by November 1, 2022, significantly reducing the City's use of potable water. No certificate of occupancy for the Lodging component may be issued, until either the Developer has demonstrated or City has confirmed that either: (a) the water savings from the irrigation of Crane Park with recycled water from the wastewater treatment facility offsets the Lodging component's anticipated water demand, or (b) the Developer has identified and implemented other measures calculated to save potable water in amounts equal to the Project's anticipated use of City water permanently or until recycled water is delivered to Crane Park. Such improvements shall be constructed and approved by the City Engineer in accordance with the terms of the Development Agreement prior to the issuance of a final certificate of occupancy for the Project. Developer may be eligible for partial reimbursement of the costs of construction of the improvements required under this condition in accordance with the terms of the Development Agreement.

41. The Developer shall adhere to the executed Water Agreement with the City and shall incorporate water conservation practices into the proposed project per the Water Availability Analysis prepared by Sherwood Design Engineers, dated May 2, 2017 and the revision dated September 2, 2020. The water conservation requirements shall be replicated in full on the architectural plans.

42. Prior to issuance of a Certificate of Occupancy, all parcels shall be connected to the City of St. Helena municipal water system and installed per City of St. Helena standards.

43. Prior to issuance of a grading or Building permit (whichever occurs first) a detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all

permanent post-construction stormwater treatment BMPs shall be prepared by the applicant's engineer and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the *Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual* and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).

44. Prior to the issuance of a Certificate of Occupancy, a Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted by the applicant's engineer for review and approval by the City Engineer. Once approved, the property owner shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.

45. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.

46. Prior to issuance of a grading permit, a detailed Soils Investigation/Geotechnical Report shall be prepared by the developer and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.

47. Prior to issuance of a grading permit, unless otherwise explicitly permitted, all existing abandoned wells, septic tanks/systems and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Developers project engineer shall provide a letter describing the scope of the search done to make this determination.

48. Per the September 14, 2020 Technical Memo titled "Hydrogeologic Evaluation of Possible Impact of Proposed Irrigation-Supply Pumping on Local Aquifer Systems Proposed Farmstead Lodge Property" by Richard Slade and Associates, the applicant shall adhere to the following:

    a) Prior to certificate of occupancy, the applicant shall initiate a groundwater monitoring program for the three active onsite wells. This will include frequent, consistent, and accurate monitoring of water levels, frequent monitoring of pumping rates and pumped volumes of groundwater and could also include verifying the accuracy of the existing flow meters in Well #1- PWS and Well #2-IRR. Water level monitoring should continue to utilize pressure transducers set to a depth just above the depth setting of the new pump in Well #1-PWS and Well #2-IRR. A new transducer should be installed and properly calibrated in the Shared well, along with a proper dual reading flow meter that is installed at an appropriate location on the discharge pipe near its wellhead. These transducer installations must include occasional corroboration using a manual water level sounder. The acquired data shall be

downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; and

b) Prior to certificate of occupancy, the applicant shall have completed one of the following options on the inactive well:

   i. Shall demolish the inactive well per State and County standards (DWR, Bulletin 74-90); or

   ii. Leave the inactive well on the parcel as part as a permanent groundwater monitoring well. The acquired data shall be downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; or

   iii. Submit the appropriate permit applications to the City and the County to rehabilitate the inactive well in order to utilize it for an emergency back-up supply well. The well will be required to be monitored similarly as the three active wells and submitted to the City Public Works Department on an annual basis by June 30.

49. Prior to the issuance of a grading permit, the site plan shall show the location of any trees within the project area. Provide a tree protection plan for approval by the Public Works Director prior to approval of the building permit. The plan shall be coordinated with any civil grading/drainage/improvement plans.

50. The Developer shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.

51. Prior to the issuance of a Certificate of Occupancy, the Developer shall underground all on-site utility lines per St. Helena Municipal Code. The cost of undergrounding shall be the responsibility of the Developer.

52. Due to the economic and engineering infeasibility of undergrounding regional serving overhead power lines, such existing lines may remain on overhead power poles.

53. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.

54. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.

55. Proposed separations between public water facilities and other utilities shall meet the minimum separations as specified by the Department of Health and the City of St. Helena Public Works Standards.

56. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.

57. Wastewater discharged is subject to all of the requirements and limitations set forth in Chapter 13.24, Wastewater Discharge, of the St. Helena Municipal Code.

58. Prior to the issuance of the first building permit for 1000 Mills Lane, the Developer shall apply for annexation to the St. Helena Municipal Sewer District No. 1. The application shall be completed in accordance with the City of St. Helena's Sewer Annexation Procedures including all annexation, impact, connection, and sewer fees.

59. Prior to issuance of a building permit, in order to confirm the theoretical assumptions in the Theoretical Sewer Capacity provided by Sherwood Design Engineers dated May 2, 2017, the Developer is required to perform 7-day flow monitoring at the downstream sanitary sewer manholes (No. 1-89 and No. 1-94) to verify that the existing sewer pipe has adequate capacity to accommodate the proposed additional flows. Peak sewer flows will not be allowed to exceed 2/3 full pipe. If the proposed wastewater discharge regimen increases peak flows to greater than 2/3 full pipe at the monitored locations and with the current infrastructure, the owner may be subject to paying a share of the cost of sewer upgrades with a dollar amount proportional to the increase in wastewater flow as a result of the site development.

    c) Concurrent with the building permit application, the Developer shall apply for and obtain a Wastewater Discharge Permit from the Department of Public Works as specified in St Helena Municipal Code Section 13.24.50. The permit conditions will require:

        a. Discharge flow rate shall not exceed 5,150 gallons per day.

        b. The onsite force main system shall provide protection from accidental discharge of prohibited materials or other wastes regulated as defined in Chapter 13.24, Wastewater Discharge, of St. Helena Municipal Code. Such facilities shall be provided and maintained at the Owner's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval prior to building permit approval.

        c. Owner shall continuously maintain records of all daily flows for a rolling three year period. Said records shall be made available to the City for review upon request.

        d. The City shall have the right to inspect all parts of the onsite force main system at anytime during normal business hours. Failure to take immediate corrective actions on any deficiencies found may result in enforcement actions as provided under the St. Helena Municipal Code or other applicable law.

60. Prior to the issuance of a Certificate of Occupancy, the Developer is required to install a wastewater flow meter measuring the total volume of wastewater leaving the project site, into the City's sewage collection infrastructure, and after installation,

have the wastewater flow meter calibrated yearly. Annual wastewater flow meter calibration records are to be maintained by the project ownership and made available to City staff upon request. The style, design, manufacturer, and location of this meter must be of a form found to be acceptable by the City. The costs associated with the installation and calibration of this meter are required to be fully borne by the Developers, and the results of the flow measurement are to be utilized to determine the amount of the wastewater bills for the uses on site. Said meter is required to be installed and functional prior to occupancy of the project.

61. Prior to issuance of a certificate of occupancy, trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.

62. Where applicable, the applicant shall be required to submit to the requirements for annual inspections of food/beverage service establishments and businesses that handle hazardous wastes for illicit stormwater discharges as required by the State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges. The annual stormwater illicit discharge inspections are performed and invoiced by Napa County Department of Environmental Management.

63. Provide details of all proposed fencing, walls, and gates on all plans submitted for building permit review.

64. Prior to Certificate of Occupancy, the Developer shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards.

65. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.

66. The Developer shall be required to pay a fair share fee contribution in the amount of 23.3% towards the Dowdell Lane and Highway 29 signalization at the time such improvement is constructed by the City.

67. The Developer shall construct those certain storm drain improvements necessary to extend and improve the storm drain along Mills Lane. These storm drain improvements will serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River. The Storm Drain Improvements shall be designed by City in accordance with the City's long-standing plan for this separate project is contained in City's Storm Drain Master Plan dated September 2000 (*see* Table 4-1) and the Highway 29 Specific Plan (*see* pages 37-39, Exhibit 11). City shall further be responsible for permitting required for the Storm Drain Project, which shall likely include permits from the California Department of

Fish and Wildlife, San Francisco Regional Water Quality Control Board, and the United States Army Corp of Engineers. Developer shall commence construction of the Storm Drain Improvements after the City has secured the permits required for the Storm Drain Improvements, provided, however, that the Storm Drain Improvements shall be completed before the Developer receives final certificate of occupancy for the Project. Upon completion of the storm drain improvements described in this condition, Developer shall be eligible for reimbursement of costs in excess of its proportionate share of costs in accordance with the terms of the Development Agreement.

68. Developer shall construct improvements to Mills Lane, which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the first certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer, and before Developer receives a final certificate of occupancy for the Project.

69. The Developer shall construct all on and offsite improvements in accordance with the improvement plans and supporting calculations that are prepared by a registered civil engineer and reviewed by the City of St. Helena Public Works Department. The improvement plans and supporting calculations shall include detailed designs for all utilities, water, grading, drainage, erosion control and paving.

70. Prior to issuance of a grading or building permit, the Developer shall be required to obtain a City encroachment permit for improvements on public right-of-way.

71. The following offsite improvements shall be installed by the Developer, completed prior to the issuance of a Certificate of Occupancy and will be provided on a separate offsite improvement plan set:

    - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, all required public frontage and street improvements shall be designed and built in accordance with City of St. Helena ordinances, Public Works Department Standard Specifications, and Caltrans requirements.
    - Specific offsite improvements include, in general, pavement widening, realignment of Mills Lane in accordance with the Highway 29 Specific Plan, signal upgrade at Highway 29/Main Street/Grayson Avenue/Mills Lane, signage, striping, street lighting, required accessible pedestrian curb ramps, and a new railroad crossing.
    - The typical half cross section of Mills Lane shall consist of a landscape strip, 10' path, curb and gutter, 8' parking strip, and 12' travel lane.
    - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the City water main from La Fata to the City's 12" water main on Highway 29 and install adequately spaced fire hydrants per the approval of the City's Fire Chief.
    - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the sewer main on La Fata to the project site.

- As identified in the 2019 Traffic Study by Crane Transportation Group, the Developer shall extend the sidewalk from La Fata Street to Mills Lane with a crosswalk to the project site. The La Fata Sidewalk improvements shall further be completed in accordance with the terms of the Development Agreement.
- The improvement plans shall include a Construction Traffic Control Plan.
- The improvement plans shall include an Erosion and Sediment Control Plan.
- The improvement plans shall include a Joint Trench Plan (as necessary).

72. The Developer shall be required to obtain a Caltrans encroachment permit for improvements on and immediately adjacent to Highway 29 as necessary to complete the offsite improvements as outlined above.
73. The Developer shall be required to obtain permits necessary to complete work on the railroad right-of-way as necessary in conjunction with the offsite improvements as outlined above.
74. The Developer shall construct all on and offsite improvements which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the final certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer and before the Developer receives a final certificate of occupancy for the Project.
75. Prior to issuance of a certificate of occupancy, the Developer shall pay traffic impact fees based on the Master Fee Schedule, and the fee will assume all square footage calculated at the lodging rate.
76. Prior to issuance of a certificate of occupancy, the Developer shall demonstrate that water to fill the swimming pools came from outside St. Helena.

Building Department Conditions of Approval

77. A building permit is required for all onsite demolition, construction and/or change of occupancy.
78. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2019 Title 24 codes.
79. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
80. The applicant shall provide a construction waste management plan with the building permit application.
81. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
82. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

83. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

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

Fire Department Conditions of Approval

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

86. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.

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

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

I HEREBY CERTIFY that the City of St. Helena City Council approved the foregoing at a Regular Meeting of the St. Helena City Council on October 13, 2020, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

CITY OF ST. HELENA Incorporated March 24, 1878 Re-incorporated May 14, 1886 STATE OF CALIFORNIA

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2021-113

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA SETTING A HEARING FOR 6:00 P.M., TUESDAY, OCTOBER 26, 2021, TO CONSIDER OBJECTIONS TO THE PROPOSED ANNEXATION OF TERRITORY, KNOWN AS 1000 MILLS LANE, ST HELENA, CA. 94574 (APN 009-070-049, 009-070-052, 009-070-053, AND 009-070-054) INTO THE ST HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 141

RECITALS

A. The owner of 1000 Mills Lane, St Helena, CA (APN 009-070-049, 009-070-052, 009-070-053, AND 009-070-054) ("Property") has requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"); and

B. The legal description and boundary for the Property to be annexed is described in the attached Exhibit A – Annexation Description; and

C. The proposed annexation is hereby designated as MSD Annexation No. 141.

RESOLUTION

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

1. The Property, as legally described and depicted in Exhibit A – Annexation Description, will benefit from the proposed annexation into the District; and

2. A hearing to consider any objections to the proposed annexation of the Property into the District is hereby set for Tuesday, October 26, 2021, commencing virtually using Zoom at 6:00 p.m. or as soon thereafter as the matter can be heard. 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; and

3. The City Clerk shall cause a certified copy of this Resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for at least two successive weeks in a newspaper of general circulation printed and published in the city, and the first publication shall not be more than 60 nor less than 30 days prior to the date fixed for the hearing in accordance with Health and Safety Code Section 4310; and

4. The City Clerk shall cause a certified copy of this Resolution to be posted in three public places within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing in accordance with Health and Safety Code Section 4310.5; and

5. The City Clerk shall cause a certified copy of this Resolution to be mailed, postage prepaid, to each person to whom land in the area to be annexed is assessed as such owner is shown on the last equalized county assessment roll, at the address as shown upon the roll, and to each person who has any interest in any land within the area to be annexed whose name and address and a designation of the land in which they are interested is on file in the office of the city clerk in accordance with Health and Safety Code Section 4310.5.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, September 14, 2021, by the following vote:

Mayor Geoff Ellsworth:	**Yes**
Vice Mayor Paul Dohring:	**Yes**
Council Member Anna Chouteau:	**Yes**
Council Member Lester Hardy:	**Yes**
Council Member Eric Hall:	**Yes**

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1876
Reincorporated May 14, 1883
STATE OF CALIFORNIA

CITY OF ST. HELENA

RESOLUTION NO. 2021-113

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B. The legal description and boundary for the Property to be annexed is described in the attached Exhibit A – Annexation Description; and

C. The proposed annexation is hereby designated as MSD Annexation No. 141.

RESOLUTION

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

1. The Property, as legally described and depicted in Exhibit A – Annexation Description, will benefit from the proposed annexation into the District; and

2. A hearing to consider any objections to the proposed annexation of the Property into the District is hereby set for Tuesday, October 26, 2021, commencing virtually using Zoom at 6:00 p.m. or as soon thereafter as the matter can be heard. 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; and

3. The City Clerk shall cause a certified copy of this Resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for at least two successive weeks in a newspaper of general circulation printed and published in the city, and the first publication shall not be more than 60 nor less than 30 days prior to the date fixed for the hearing in accordance with Health and Safety Code Section 4310; and

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5. The City Clerk shall cause a certified copy of this Resolution to be mailed, postage prepaid, to each person to whom land in the area to be annexed is assessed as such owner is shown on the last equalized county assessment roll, at the address as shown upon the roll, and to each person who has any interest in any land within the area to be annexed whose name and address and a designation of the land in which they are interested is on file in the office of the city clerk in accordance with Health and Safety Code Section 4310.5.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, September 14, 2021, by the following vote:

Mayor Geoff Ellsworth:	**Yes**
Vice Mayor Paul Dohring:	**Yes**
Council Member Anna Chouteau:	**Yes**
Council Member Lester Hardy:	**Yes**
Council Member Eric Hall:	**Yes**

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1876
Reincorporated May 14, 1883
STATE OF CALIFORNIA

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **OLD BUSINESS**

Subject: **Informational Update on Water Advisory Board's Role and Experience in Reviewing Requests for Water Leak Penalty Waivers and Consideration of Proposed Resolution Providing for Administrative Approval of Specified Penalty Waiver Requests Meeting the Water Advisory Board's Established Criteria.**

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

BACKGROUND

The City of St. Helena declared a Phase II water emergency on October 27, 2020 which established limits on residential and non-residential water use. Residential water customers are limited to 65 gallons per person per day, and provided a 2,500 gallon monthly allocation for outdoor irrigation during the months of April through November (for most single family parcels). Non-residential water use limits were updated by Council approval of an Urgency Ordinance on April 21, 2021, resulting in a Phase II allocation for commercial, industrial, and institutional users that is 10% less than that user's average water use during the three preceding non-shortage years by month.

Following several policy discussions, on April 13, 2021 the St. Helena City Council adopted a tiered volumetric water penalty structure which took effect on June 1, 2021 and was designed to:

- Minimize penalties for those water bills just exceeding the allocation where accounts could reasonably reduce below the allocation in subsequent billing periods; and
- Maximize penalties for wasteful water use and for those accounts that require financial compulsion to reduce use.

Meter reads for the month of June 2021 water usage indicated that approximately 63% of residential and non-residential customers met the required Phase II water conservation measures. Approximately 900 customers (37%) had exceeded their June water allocations, resulting in penalties. However, 77% of customers have either no penalties or penalties below $100. Additionally, water leaks account for 136 of the 900 customers exceeding water allocations.

On July 13, 2021, the City Council held a Special Meeting to receive a presentation of June 2021 water usage penalties and discuss a recommendation to approve a water penalty forgiveness program given the scale of penalties ($2.9 million) and the fact that June 2021 represented the first month penalties were applied to customer bills.

At the meeting the City Council directed staff to implement a Water Ad Hoc Committee (Mayor Ellsworth and Council Member Hardy) and implement City staff recommendation to allow any customer the opportunity to eliminate 100% of their existing June usage penalties and July usage penalties.

On July 27, 2021, the City Council adopted Resolution No. 2021-98 approving a water penalty forgiveness program related to June and July 2021 water usage penalties. Additionally, the City Council recognizes that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak and provided direction to staff designating that the Water Advisory Board can hear/make a determination for a reduction of penalties for those customers who receive a penalty as a result of a water leak. Resolution No. 2021-98 included language specifying the Water Advisory Board use objective criteria in determining leak adjustments.

DISCUSSION

On August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak (Attachment 1).

Per the established policy, the following criteria must be met:

1. The customer must have not received a leak letter for two or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.

2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

The Water Advisory Board will consider penalty leak adjustment amounts on a case-by-case basis with the following consideration:

a. Up to 100% - First Leak
b. Up to 50% - Subsequent Leaks

Since the adoption of P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties,* 33 appeals have been brought before the Water Advisory Board for consideration over the course of the last four meetings, of those, three have been continued to a future meeting to ensure water use has decreased and the leak has been repaired. The Water Advisory Board has denied one penalty waiver in its entirety, approved a portion of three of the penalty waivers (the penalty was approved for one month, but not for another month), and approved 100% of penalties for the remaining 26 water penalty appeals for a total penalty reduction of approximately $770,000. Of this amount, $530,000 is attributed to three customers who had substantial leaks.

Additionally, it can be seen, collectively, the customers utilizing the Water Advisory Board for appeals after fixing their leaks contributed to an overall reduction in water use of 2,828 HCF or 2,115,485 gallons of water once the leak had been fixed. Additionally, it can be seen that overall use (post water leak fix) compared to the same time the previous year has decreased overall water use by 895 HCF or 669,505 gallons of water by these same customers.

The Water Advisory Board meets the first and the third Fridays of each month from 10:00 a.m. until noon. It takes staff approximately one hour to prepare each staff report (a sample staff report is provided as Attachment 2) and the Water Advisory Board has been hearing anywhere from six to eleven appeals each meeting. Additionally, staff has received over 80 additional water penalty appeals for processing. During the course of the last four Water Advisory Board meetings, it has been found that the majority of water penalty appeals being considered fall within the scope of the Water Advisory Board's adopted policy. Out of the 33 appeals presented, 80% fall within the scope of the adopted policy.

Due to the number of appeals received, at its October 15, 2021 meeting the Water Advisory Board recommended providing for administrative approval of specified penalty waiver requests which meet the Water Advisory Board's established criteria. While staff will continue their due diligence in reviewing all appeal requests, administrative approval

will reduce the additional time spent in writing staff reports and presenting to the Water Advisory Board as well as quicken the appeal process. Penalty waiver requests that are more complicated will continue to be heard by the Water Advisory Board. It is estimated the administrative approval process will reduce staff reports by 80-90%.

Staff is recommending the City Council approve the attached resolution supporting the Water Advisory Board recommendation providing for administrative approval of specified penalty waiver requests which meet the Water Advisory Board's established criteria.

FISCAL IMPACT

The total fiscal costs are unknown at this time as it is dependent on future water use and the number of penalties waived.

RECOMMENDED ACTION

Approval of the attached resolution.

ATTACHMENTS

Attachment 1 - P-FI-0022 Leak Policy - Penalties while in Water Restrictions
Attachment 2 - STAFF REPORT template - Water Advisory Penalty Waiver Request
Attachment 3 - Resolution Supporting the WAB recommendation for administrative approval

	City of St. Helena Water Advisory Board Policy Finance	Policy Water Leak Adjustment Policy - Penalties Page 1 of 2

Title: **Leak Adjustment Policy – Phase II and Phase III Water Penalties**	Policy #	P-FI-0022
	Revision #	Implementation
	Implementation Date	2021-08-06
	Last Update Date	2021-08-06
Approval by Water Advisory Board	Date Approved	2021-08-06

I. Purpose, Overview and Scope of this Policy

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a leak does occur, customers can request a credit to their utility bill for a portion of the excess water. This policy addresses penalties incurred during a water emergency in which were triggered by a water leak.

This policy remains in effect until rescinded by Water Advisory Board or City Council.

II. Authority

The Water Advisory Board has authority to update this policy.

III. Policy

1. To be eligible for a penalty leak adjustment the customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. The penalty leak adjustment is in the form of a bill credit in which the customer can request a refund check once the credit has been applied.
5. The Water Advisory Board will consider penalty leak adjustment amounts on a case-by-case basis.
    a. Up to 100% - First Leak
    b. Up to 50% - Subsequent Leaks
6. Hardship Agreements may be used to pay any remaining penalties incurred as a result of a leak.
7. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

8. Penalty Leak Adjustments will be considered by the Water Advisory Board. If a penalty leak adjustment is denied or outside the scope of the current Penalty Leak Adjustment Policy, an appeal may be made to the City Council.

IV. Procedures

1. Customers must formally request a Penalty Leak Adjustment by completing the Penalty Leak Adjustment Request Form available online at: https://www.cityofsthelena.org/water-emergency/page/leak-adjustments-during-water-emergency or through the Administrative Services Department Finance Division by emailing water@cityofsthelena.org.
2. Penalty leak adjustment requests must be submitted via email to the City of St. Helena Administrative Services Department Finance Division at: water@cityofsthelena.org within 60 days of: (1) issuance of the initial bill covering the period in which leak occurred; or (2) from the date of the penalty letter issued.
3. Finance staff verifies a complete request was submitted and verifies the request meets the terms outlined in the policy.
4. Penalty leak adjustment requests will be heard by the Water Advisory Board as soon as it is practical. The Water Advisory Board meets at a minimum once per month.
5. Customer is notified via email of decision within 10 business days of the decision.
6. If penalty leak adjustment is granted, staff will enter adjustment as a bill credit within 30 days of decision.

V. Attachments

1. Penalty Leak Adjustment Form

Water Penalty Leak Adjustment Application

DATE SUBMITTED: _____

RECEIVED BY: _____

PROPERTY & BILLING INFORMATION			
Date Applying	Customer or Company Name		
Account Number	Phone Number	Email Address	
Mailing Address	City	State	Zip Code

WATER LEAK INFORMATION (in addition to Water Leak Application)	
Month Penalties Occurred:	Amount of Penalties Assessed:
Please list any additional information for the Water Advisory Board consideration:	

PLEASE READ AND SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT

- I have read and will adhere to all specific requirements of *P-FI-0022 Leak Adjustment Policy – Phase II and Phase III Water Penalties* and to any other specified conditions as determined by the City of St. Helena or Water Advisory Board.
- I am aware of and agree to comply with the Water and Wastewater System Rules and Regulations identified in the St. Helena Municipal Code: http://www.codepublishing.com/CA/StHelena.
- I certify that the leak was not the result of neglect, willful or neglectful behavior.
- By signing below, applicant acknowledges and consents to the Water Advisory Board's review and use of applicant's customer records for the purpose of making a decision related to this application, and understands that such information, including historical water use, leak information, and other water use related information may be discussed and disclosed at a public meeting.
- I am requesting relief under *P-FI-0022 Leak Adjustment Policy – Phase II and Phase III Water Penalties*.
- By signing this form, I certify the information provided is accurate and true, and agree to comply with all requirements set forth in the policy. Failure to comply with Water and Wastewater System Rules and Regulations or falsifying information subjects water/waste water service to termination and possible criminal prosecution.

Name:	Signature	Date

PLEASE SUBMIT APPLICATIONS TO:	QUESTIONS?
City of St. Helena: Administrative Services Department – Finance Division 1572 Railroad Avenue St. Helena, CA 94574	Email: water@cityofsthelena.org Phone: 707-968-2745

Updated 08/07/2021

STAFF USE ONLY
Leak Application attached ☐
Has Customer Received a Leak Notification: ◯ Yes ◯ No If yes, list all leak notifications sent and date of leak notification:
Date item to be heard by Water Advisory Board:
Date customer notified via email the item will be heard by the Water Advisory Board:
Water use exception is hereby: ◯ Approved ◯ Denied
Percentage of Penalty to be Adjusted (up to 100% for first leak and up to 50% for subsequent leaks): ____% of Penalty to be Adjusted _____ Amount of Penalty to be Adjusted
If denied, reason for denial:
Date Approved by Water Advisory Board:
Date notification of Approval/Denial emailed to customer:
Date adjustment made to customer account:

Report to the City Council
Water Advisory Board - DATE

Agenda Section: **NEW BUSINESS**

Subject: **Consideration of Penalty Adjustment – [name]**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board consisting of one City Council member, one Planning Commissioner, one winery customer, and two public members, one of whom shall solely be a residential customer.

The Water Advisory Board shall have access to all records in the possession of the water enterprise necessary in its judgement to perform its duties, including customer records. The Board shall maintain confidentiality of individual customer records unless the Board determines by resolution that release of such information is necessary in the pursuit of its duties.

The Water Advisory Board shall meet at least monthly and may grant permits for uses of water, for exceptions to water conservation measures, or for water connections otherwise prohibited. The Water Advisory Board shall prescribe necessary procedures for application for and use of exception permits pursuant to SHMC Section 13.04.280.

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a water leak does occur, customers can request a credit to their utility bill for a portion of the excess water in accordance with P-FI-0005 Leak Adjustment Policy. This policy provides relief to St. Helena water

customers who have had a leak that is not due to negligent or willful acts. Under the current Leak Adjustment Policy, leak adjustments are not granted if the City is in a Phase I or higher water emergency or subject to water use limitations by the State of California. However, recognizing the City's conservation efforts as well as the authority granted under P-FI-0005 for Leak Adjustment appeals, any request for a leak adjustment during a Phase II or Phase III emergency are being evaluated by the City Manager.

In addition to the ability to qualify for a leak adjustment, the City recognizes that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak.

On August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak.

Per the established policy, the following criteria must be met:

1. The customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

The Water Advisory Board will consider penalty leak adjustment amounts on a case-by-case basis with the following consideration:

a. Up to 100% - First Leak
b. Up to 50% - Subsequent Leaks

DISCUSSION

In accordance with P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* on [date], the City received an application for a leak adjustment and a water penalty leak adjustment for consideration (Attachment 1 and Attachment 2).

Attachment 3 provides a summary of water use for this property.

Attachments 4-7 provides Account Statements from January 1, 2021 to present

Tables 1 through 4 provides additional information for the Water Advisory Board.
Table 1 - Current Allocation – based on a 30-day month:

	Gallons	HCF
Number in Household: [ ]	3,900	
Phase II Outdoor Summer Allocation	2,500	
Exception		
TOTAL ALLOCATION	***6,400***	***8.56***

Table 2 - Penalties imposed:

Month Imposed	Amount Imposed	Total Penalty Requested for Waiver	Over Allocation (HCF)	Over Allocation (Gallons)
June				
July				
August				
September				
October				

Table 3 – Leak Letters Sent

Table 4 – Previous Water Penalty Leak Adjustment(s)

Water Advisory Board Meeting Date	Adjustment Granted

Based on the adopted policy, the customer [is] [is not] eligible for a water penalty leak adjustment.

FISCAL IMPACT
Dependent on Water Advisory Board recommendation.

RECOMMENDED ACTION
Discuss and make a determination for Water Penalty adjustment request.

CITY OF ST. HELENA

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE WATER ADVISORY BOARD RECOMMENDATION PROVIDING ADMINISTRATIVE APPROVAL OF SPECIFIED PENALTY WAIVER REQUESTS WHICH MEET THE WATER ADVISORY BOARD'S ESTABLISHED CRITERIA

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

WHEREAS, all water customers have a water allocation; and

WHEREAS, April 13, 2021 the St. Helena City Council adopted a tiered volumetric water penalty structure which took effect on June 1, 2021; and

WHEREAS, meter reads for the month of June 2021 water usage indicated that approximately 63% of residential and non-residential customers met the required Phase II water conservation measures. Approximately 900 customers (37%) had exceeded their June water allocations, resulting in penalties; and

WHEREAS, on July 13, 2021, the City Council held a Special Meeting to receive a presentation of June 2021 water usage penalties and discuss a recommendation to approve a water penalty forgiveness program given the scale of penalties ($2.9 million) and the fact that June 2021 represented the first month penalties were applied to customer bills; and

WHEREAS, at the meeting on July 13, 2021, the City Council directed staff to implement a Water Ad Hoc Committee (Mayor Ellsworth and Council Member Hardy) and implement City staff recommendation to allow any customer the opportunity to eliminate 100% of their existing June usage penalties and July usage penalties; and

WHEREAS, on July 27, 2021, the City Council adopted Resolution No. 2021-98 approving a water penalty forgiveness program related to June and July 2021 water usage penalties. Additionally, the City Council recognizes that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak and provided direction to staff designating that the Water Advisory Board can hear/make a determination for a reduction of penalties for those customers who receive a penalty as

a result of a water leak. Resolution No. 2021-98 included language specifying the Water Advisory Board use objective criteria in determining leak adjustments; and

WHEREAS, on August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak; and

WHEREAS, since the adoption of P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties,* 33 appeals have been brought before the Water Advisory Board for consideration over the course of the last four meetings and an additional 80 appeals are pending; and

WHEREAS, it has been found that the majority of water penalty appeals being considered fall within the scope of the Water Advisory Board's adopted policy; and

WHEREAS, due to the number of appeals received, at its October 15, 2021 meeting the Water Advisory Board recommended providing for administrative approval of specified penalty waiver requests which meet the Water Advisory Board's established criteria.

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

1. City Council supports the Water Advisory Board recommendation providing for administrative approval of specified penalty waiver requests which meet the Water Advisory Board's established criteria.

2. City Council designates the Administrative Services Director as the administrative approver of specified penalty waiver requests which meet the Water Advisory Board's established criteria.

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

Mayor Geoff Ellsworth: ____

Vice Mayor Paul Dohring: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Eric Hall: ____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Cindy Tzafopoulos

From: glenn@smith-carr.com
Sent: Friday, October 22, 2021 11:31 AM
To: Cindy Tzafopoulos
Subject: [External] Water Board Appeals

City Council Agenda 10/26 Old Business: Item 11.1

The data provided on unnumbered page 3 of the report, Paragraph 2 below the a. and b. items, seems unclear. The period covered by the calculations for reduced water use is not specified and the base is not defined as just these approved appeal users, all residential users or total users. Nor does this distinguish between residential and commercial users. The second sentence appears to reflect reduced water use for just those with approved appeals. It would be helpful to clarify this information.

While not the purpose of this report, it would also be helpful to hear how the community--split residential from commercial—has performed in achieving the stated goals of 35% and 10% reductions, respectively. I've found the published reports not helpful in understanding the results achieved vs. the targets by month. I believe data from the water enterprise does not completely align with this calculation, but some estimates must surely available.

Thank you for your consideration of this request.

Glenn Smith
St. Helena

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **OLD BUSINESS**

Subject: **Consideration and Proposed Approval of a Resolution Adopting the City of St. Helena's Integrated Pest Management Policy**

CEQA Determination: **Not a CEQA project**

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

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council's adopted Three-Year goals include the adoption of an Integrated Pest Management (IPM) Policy. This item was brought to the Active Transportation and Sustainability Committee (ATSC) at their August 4, 2021 regular meeting. At this meeting a draft policy was presented by the Assistant to the City Manager, Preya Nixon and Public Works Assistant Operations Manager, Carlos Uribe. The draft policy was well received by the ATSC, and the committee provided recommendations to enhance and clarify the Policy.

In preparing this Policy, staff reviewed IPM's from Marin County, the Town of Yountville, San Rafael, and Santa Rosa. By reviewing various policies, staff was able to craft a comprehensive and relevant Policy to meet the City's needs.

DISCUSSION

The attached draft Policy outlines the following:

- Why have an IPM Policy and general requirements;
- Scope of Policy;
- Designation of an IPM Coordinator and required training/education;
- Criteria for selection and use of pesticides-including level of toxicity; and

- Methods and product selection
    - Approved, Limited Use, and Banned Products list

Additionally, it should be noted that the City had self-imposed and restricted the use of glyphosate, or the active ingredient in the common herbicide known as RoundUp, since 2018. Additionally, staff is currently using many of the methods for pest management that does not include use of pesticides.

Connection to Council Goals: This item is listed under Goal 6B: Support Initiatives that Respond to and Plan for Climate Change.

FISCAL IMPACT

There is no immediate fiscal impact; however, with with the recommended changes in pest management methodology, there will be a staffing impact with regards to increased time to adhere to service levels.

RECOMMENDED ACTION

Staff recommends the adoption of the Integrated Pest Management Policy.

ATTACHMENTS

City of St. Helena Integrated Pest Management Policy-DRAFT
Pest Management Resolution

City of St. Helena Integrated Pest Management (IPM) Policy

What is IPM and Why Have an IPM Policy?

Integrated Pest Management (IPM) means a decision-making process for managing pests that uses monitoring to determine pest injury levels, and combines, biological, cultural, mechanical, physical, and chemical tools and other management practices to control pests in a safe, cost effective, and environmentally sound manner that contributes to the protection of public health. This method uses extensive knowledge about pests, such as infestations, thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method involves the use of non-chemical pest control methods and the careful use of least-toxic chemical methods when nonchemical methods have been exhausted or are not feasible.

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Scope of Policy:

This policy governs not only Department of Public Works employees, but also contractors hired by the City and persons acting under the authority or on behalf of the City in the care and maintenance of City parks, landscaped areas, and all other City owned properties as applicable. The term "pesticide" is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

IPM Policy:

The City of St. Helena is committed to a comprehensive Integrated Pest Management (IPM) program guiding the management of its parks and open spaces, landscaped areas, public right-of-ways, buildings and other essential public properties.

The purpose of this IPM program is to ensure and enhance the health, safety and welfare of citizens, visitors, and City staff by clearly defining the City's pest management strategy, the priorities for administering this strategy, and the various means by which these priorities may be realized. Public access to records and information relating to the City's pesticide use is an essential component of a success full IPM program, and the City of St. Helena is fully committed to providing all pertinent information to the public in a timely, comprehensive, and understandable manner.

The City realizes that some pesticides are potentially hazardous to human health and the environment, and shall administer this IPM program with a focus on long term suppression of pest problems with minimum impact on human health, non-target

organisms, and the environment. Least toxic pesticides are used only after monitoring indicates such a need, pursuant to the provisions of this policy.

The City of St. Helena's IPM program will include the following components:

Priority should be given to:

a) Educate and train City staff including contractors, landscapers, and facility managers in the IPM program, practices and policy.

b) Require City pesticide application contractors to implement the IPM Policy on all property owned, leased, or managed by the City and to report the types and amounts of pesticides used by the contractor on City said property.

c) Reduce to the maximum extent practicable the use of pesticides.

d) Consider taking a "no-action" approach in addressing certain pest control issues.

Additionally, the following items will be considered:

e) Review and consider available non-chemical options (i.e. cultural, biological and mechanical) before using a chemical pesticide. Especially as it relates to mechanical abatement, utilize creative alternatives such as the 'Wednesday weeders' a volunteer program, to help remove pe

f) Identify pests and least toxic methods to control pests.

g) Identify, evaluate and minimize or eliminate conditions that encourage pest problems.

h) Conduct careful and efficient inspection, monitoring, and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods.

i) Maintain records by City departments on IPM methods considered and used to prevent and control pests.

j) Comply with all applicable state and federal regulations, including pesticide use and reporting.

k) Provide open public access to all IPM program information and records via website.

l) Conduct decision-making based on the best available science and data.

m) Keep the County Agricultural Commissioner informed of water quality issues related to pesticides and of violations of pesticides regulations (e.g., illegal handling) associated with storm water management.

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Integrated Pest Management Coordinator

The City shall designate an IPM Coordinator. The IPM Coordinator is primarily responsible for implementing the IPM Policy and coordinating efforts to implement IPM techniques within the Public Works Department. The Coordinator is responsible for communicating goals and policy decisions to appropriate City staff and contractors, as well as ensuring proper training of all employees involved with the IPM program, and all contractors who perform landscape maintenance on the City's behalf.

Only individuals specifically designated by the IPM Coordinator as Pesticide Applicators shall be permitted to apply pesticides on City parks, landscaped areas, and other essential public lands as determined in this policy. Applicators shall possess a Qualified Applicator License or Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.

The IPM Coordinator is responsible for ensuring that pesticide use is recorded and made available for public review pursuant to the provisions of this policy.

The IPM Coordinator, when making decisions regarding use of pesticide, shall not deviate from this policy.

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Education and Training of Staff

Education and training of personnel is critical to the success of this IPM program. Employees involved in the maintenance and associated operations of City property, including the City's parks, landscaped areas, and other essential public lands, or with the purchasing, storage, handling, and application of pesticides shall receive all the mandated, necessary, and reasonable IPM training required to perform such work in an efficient and safe manner, consistent with the provisions and intent of this policy.

Continuing Education Unit (CEU) training in IPM and training in the use of nonchemical methods of pest control are important to a successful program. In addition to formal training, the City shall provide "Safe Handlers" training to all staff assisting in the application, storage or handling of pesticides or pesticide-related equipment. This shall include training specific to the IPM Policy. To the greatest extent practicable, City staff will ensure that all contractors hired to perform IPM related work on the City's behalf have received appropriate education and training. The Public Works Department is dedicated to providing adequate funding and budget planning to maintain training and educational opportunities for all employees.

Use of Alternatives to Pesticides

The City is fully committed to the use of pesticide alternatives whenever practicable. Currently, the Public Works Department utilizes the application of mulch materials for weed suppression and to encourage plant health. The Parks Division occasionally uses a weed torch as a post emergent weed control (this method is used during the winter months not during fire season). Extreme care must be exercised with the use of weed torches to avoid touching off unwanted conflagrations, so their use is limited by site and environmental conditions.

Criteria for Selection and Use of Pesticides

There shall be no non-exempt pesticide applications permitted within City playgrounds, picnic table areas, and on the grounds of City Hall, the Library and City owned easements and access rights. No-Non Exempt means that that there will be no exceptions made for use of pesticides at the mentioned locations.

It is understood that a completely weed free landscape environment is not a goal to which the City shall aspire. The Public Works Department shall maintain landscaped areas reasonably weed free, to preserve the function, and reasonable aesthetic appearance of public areas and City facilities. With this goal in mind, and considering the Parks Division staffing levels and the division's ability to provide fundamental services, the Public Works Department shall select pesticides of the least toxic formulation from the list of Approved Use Products included in this policy.

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Pesticides shall be used only after all other non-pesticide means of weed control have been utilized or have been determined to be not feasible in a particular application due to site factors, ability of staff to provide a particular function or service, or other pertinent factors. Application of pesticides shall comply with the provisions of this policy.

As with the criteria for selection and use of all pesticides, the selection and use criteria for pesticides shall conform to standard IPM principles.

Different Levels of Toxicity: The U.S. EPA designates categories or different levels for pesticides to indicate the hazard level of toxicity. They are listed below:

Level I: Highly toxic and severely irritating (signal word used is: Danger)
Level II: Moderately toxic and moderately irritating (signal word is: warning)
Level III: Slightly toxic and slightly irritating (signal word is: caution)
Level IV: Practically non toxic and not irritant (no signal word is required)

The goal of the IPM is to eliminate the use of Category I and II and minimize the use of Category III and IV. Currently, the City is already adhering to this protocol.

IPM Policy General Requirements:

1. Eliminate pesticides classified as Toxicity Category I and Category II by the United States Environmental Protection Agency (US EPA).

2. Minimize the use of pesticides classified as Toxicity Category III and Category IV by the United States Environmental Protection Agency (US EPA).

3. Eliminate the use of pesticides that are classified by government agencies as known probable or possible carcinogens, reproductive toxicants (teratogens, mutagens), endocrine disruptors, carbamates, organophosphates, or ground water contaminants.

4. Use pesticides only when necessary and select a pesticide that is both effective and least toxic.

5. Designate playground and picnic table areas on City property as pesticide-free to the extent possible.

6. Comply with the Phase II National Pollutant Discharge Elimination Permit (NPDES) Permit by implementing the following landscape maintenance and design practices:

    a. Use native and/or climate appropriate plants as well as mulching and other bayfriendly landscaping principles and practices to reduce the amount of water, pesticides and fertilizers used.

    b. Prevent application of pesticides and fertilizers during irrigation or within 48 hours of predicted rainfall with greater than 50% probability as predicted by National Oceanic and Atmospheric Administration (NOAA) 20.

    c. Limit or replace pesticide use with alternatives using cultural, mechanical or biological.

    d. Prohibit application of pesticides as required by the regulations California Department of Pesticide Regulation (CA DPR) 11-004 Prevention of Surface Water Contamination by Pesticides enacted by the Department of Pesticide Regulation.

    e. Minimize irrigation run-off by maintaining sprinkler system and modifying irrigation schedule.

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IPM Applications and Guidelines:

Only persons specifically authorized by the IPM Coordinator as pesticide applicators will be permitted to bring or use pesticides on City property. Use of pesticides by pesticide applicators is limited to those products on the Approved Use or Limited Use Product list. Pesticide applicators must follow regulations and label precautions. Applicators will have training in IPM and must comply with the City's IPM.

Methods And Product Selection and Product Use Approval:

It is the policy of the City to use least-toxic IPM principles to manage pest populations. Except for pesticides granted an emergency exemption, the City will not use any products on the banned use product list below. If it is determined that an EPA registered pesticide must be used, then the least-toxic material will be chosen. Products will be divided into three classifications: Approved Use List, Limited Use List and Banned Use List. If the use of a material not on either the Approved Use List and the Limited Use List is deemed necessary, the IPM Coordinator may apply for an emergency exemption.

Approved Use, Limited Use and Banned Use Products Lists:

The IPM Coordinator shall maintain a list of all pesticides that have been approved for use by the Public Works Director along with any restrictions for such use. This list shall be referred to as the Approved Use Products List.

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The Approved Use Products List/Methods shall include, but not be limited to:

A) Insecticides, non-SGAR rodenticides, baits, and traps
B) Caulking agents and crack sealants
C) Borates, silicates and diatomaceous earth
D) Soap based products
E) Natural products on the FIFRA's 25 (b) list (40 CFR part 152.25 (g) (l)
F) Natural products on the California Certified Organic Farmers list
G) EPA GRAS-generally recognized as safe products pursuant to federal EPA standards
H) Cryogenics, electronic products, heat and lights
I) Biological controls, such as parasites and predators
J) Microbial pesticides
K) Insect growth regulators
L) Physical barriers

Limited Use Products

On a quarterly basis, the IPM Coordinator may submit a written recommendation to the Public Works Director for approval that a particular pesticide(s) not on the Approved List be approved for use for a specific and limited purpose. The Limited Use Products may be allowed to be used for a short and defined exemption period, not to exceed one year.

The request must be reviewed by the Public Works Director and signed by the IPM Coordinator. The Public Works Director may grant a limited use exemption upon a finding that the City department or pesticide applicator has:

A) Identified a compelling need to use the pesticide
B) Made a good-faith effort to find alternatives to the particular pesticide
C) Demonstrated that effective, economic alternatives to the particular pesticide do not exist for the particular use; and
D) Developed a reasonable plan for investigating alternatives to the banned pesticide during the exemption period.

Banned Use Products List: The following high health-risk pest management products are completely banned from use on City property:

A) Pesticides on the California's Proposition 65 list (the Safe Drinking Water and Toxic Enforcement Act of 1986, materials known to the State to cause cancer or reproductive or developmental toxicity)
B) Pesticides classified as Toxicity Category I and Category II by the United States Environmental Protection Agency (USEPA)
C) Organophosphates, organochlorines, or carbamates listed by the United States Environmental Protection Agency (Office or Pesticides Programs, Document 735-F99-14, May 1999), or California Environmental Protection Agency, Department of Pesticide Regulation Chemical Inquiries Database
D) A known carcinogen (including products like RoundUp), probable carcinogen, or possible carcinogen identified by the United States Environmental Protection Agency per "List of Chemicals Evaluated for Carcinogenic Potential"
E) Any known endocrine disruptor listed by the United States Environmental Protection Agency or the European Union, Endocrine Disruptors website
F) Foggers, bomb, fumigants or sprays that contain pesticides identified by the State of California as potentially hazardous to human health (CFR 6198.5)

Emergency Use:

In rare cases in which the presence of a pest(s) threatens the health or safety of staff, the public, or the structural integrity of City facilities, a Department Director or the City Manager may deem it necessary to use a pesticide that is not included on the approved list. In such cases, the following exemption process will be required:

1. Contact the IPM Coordinator to discuss pest issue, alternative control methods and desired exemption.
2. Complete a Pesticide Exemption Request form and submit to the IPM Coordinator for review. If recommended by the IPM Coordinator, the form will be submitted to the Public Works Director and City Manager for approval. Approvals must be obtained prior to the pesticide application.

Exemptions will only be granted in cases of documented and justified need for the variance as it relates to public health and safety and/or noxious pest control, including

DRAFT

alternative control measures implemented and deemed ineffective or impractical, and documentation that the recommended pesticide is the least toxic pesticide available to control the target pest. Under no circumstances will pesticides banned in the Unites States by the US EPA be used.

Healthy Schools Act:

The Healthy Schools Act (HSA) is a law that defines pesticide use and reporting requirements for California K – 12 public schools and licensed child care centers—collectively known as schoolsites. The HSA applies to anyone (school staff, volunteers, and pest management businesses) applying any type of pesticide at a schoolsite. The Department of Pesticide Regulation (DPR) develops training and other outreach materials to assist with HSA compliance and to facilitate the adoption of least-toxic pest management strategies. Schoolsite pesticide use information is required to be reported to DPR. The City will adhere to the HAS as it applies to City Parks that have an agreement with the school when applicable.

Posting:

The City will adhere to the posting requirements per the CA DPR. In addition, specific sites where posting will be done are identified in the (schools per the Healthy Schools Act (HSA) and the posting time period is identified as from 24 hours prior and 72 hours post application.

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Noticing of Pesticide Use:

A) Signs will be posted at highly visible locations at the entrance to the area where the pesticide is applied.
B) Signs of a standardized design that are easily recognizable to the public and workers will be used.
C) Signs will contain the name and active ingredient on the pesticide product used, the target pest, the date of application and then name and contact number for the City representative that can answer questions regarding the application.
D) Noticing will not be required in right of way areas where pedestrians do not travel or are not.

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN INTEGRATED PEST MANAGEMENT POLICY

RECITALS

A. Integrated Pest Management (IPM) is a decision-making process for managing pests that uses monitoring to determine pest injury levels, and combines, biological, cultural, mechanical, physical, and chemical tools and other management practices to control pests in a safe, cost effective, and environmentally sound manner that contributes to the protection of public health; and

B. The City of St. Helena is committed to a comprehensive IPM program guiding the management of its parks and open spaces, landscaped areas, public right-of-ways, buildings, and other essential public properties; and

C. The City is fully committed to the use of pesticide alternatives whenever practicable including cultural, biological, and mechanical means and will designate an Integrated Pest Management Coordinator; and

D. The City will maintain and update as necessary an Approved Use, Limited Use, and Banned Use Products list; and

E. The City will eliminate the use of pesticides which contain toxicity levels categorized as Category I and II and minimize the use of pesticides which contain toxicity levels categorized Category III and IV as designated by the United States Environmental Protection Agency; and

F. The Banned Products list includes pesticides on the California's Proposition 65 list (the Safe Drinking Water and Toxic Enforcement Act of 1986, materials known to the State to cause cancer or reproductive or developmental toxicity); and

G. No products on the Banned Products Use list will be used; and

H. The City shall adhere to the posting requirements as applicable.

RESOLUTION

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

1. The City Council hereby approves the Integrated Pest Management Policy attached to this Resolution.

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

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

From: Megan Kaun <sass@conservationaction.org>
Sent: Tuesday, October 26, 2021 2:35 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.org>
Subject: [External] Comment on 11.2 on tonight's City Council agenda

Dear City of St Helena,

Please include my public comment on Item 11.2 (Consideration and Proposed Approval of a Resolution Adopting the City of St Helena's Integrated Pest Management Policy) for tonight's Council meeting.

My name is Megan Kaun and I am the Director of Sonoma Safe Ag, Safe Schools, which serves to educate the public on safe pesticide policies especially for cities and schools. On behalf of Sonoma SASS I would like to congratulate the City of St. Helena for bringing forward a more protective pesticide use policy that includes prohibiting the use of glyphosate and disallowing pesticide use at playgrounds, parks, Libraries, City Hall, etc. St Helena will be joining the majority of cities and schools in the Northbay that also have protective synthetic pesticide use policies, and this is something your residents can be proud of.

One suggestion that I would like to make is to include in the IPM either quarterly or annual reporting to City Council on the status of the new IPM. Specifically, it might be useful for staff to report on where synthetic pesticides were needed to be used, especially any "emergency exemptions", what specific pesticide products were used, and whether the city is using any organic alternatives. I have found in my work in helping cities transition away from synthetic pesticides that this type of transparency can go a long way in building trust and a positive relationship between City Staff, Council, and the community, which in the end, is really what is most important.

Thank you again for your work in creating safer spaces for your residents. Please feel free to reach out if I can be of any assistance.

Megan Kaun
Director, Sonoma Safe Ag Safe Schools
www.SonomaSASS.org
773-677-1639

Integrated Pest Management Draft Policy

St. Helena City Council

October 26, 2021 Regular Meeting

What is an Integrated Pest Management Policy and why have one?

- Integrated Pest Management (IPM) means a decision-making process for managing pests that uses monitoring to determine pest injury levels, and combines, biological, cultural, mechanical, physical, and chemical tools and other management practices to control pests in a safe, cost effective, and environmentally sound manner that contributes to the protection of public health. This method uses extensive knowledge about pests, such as infestations, thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method involves the use of non-chemical pest control methods and the careful use of least-toxic chemical methods when nonchemical methods have been exhausted or are not feasible.
- Regulated entities: US EPA, California Department of Pesticide Regulation (CA DPR), Napa County

Scope of the Policy

- This policy governs not only Department of Public Works employees, but also contractors hired by the City and persons acting under the authority or on behalf of the City in the care and maintenance of City parks, landscaped areas, City owned easements, access rights and all other City owned properties as applicable. The term "pesticide" is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

- Designation of an IPM Coordinator-staff must have training and pass a rigorous certification process through the DPR.

Feedback from the Active Transportation and Sustainability Committee

1. Replace the term "common sense" in the definition of an Integrated Pest Management Policy with the definition of what Marin County uses in their adopted policy.

2. Prioritize the components of the policy having A-D listed as a high priority and continue listing the remaining items.

3. Provide a detailed section of information on the Healthy Schools Act (HSA) in the policy.

4. Consider using volunteers to help with weed abatement.

5. Use no action as a last resort.

6. Add City owned easements and access rights to adhere to the IPM.

7. Emphasize and provide more detail to ensure that the IPM Coordinator, regardless of change of personnel, will adhere to decisions regarding use of approved pesticides (when applicable) and to the overall policy with consistency.

8. Clarify the word "no-non exempt".

9. Add language on what would be considered an emergency use of pesticides that adhere to the IPM, and what the process would look like.

Current Practices

"How do we know where we are going, if we don't know where we are?"

- IPM utilizes the best management practices and try to mitigate a pest by exhausting all options before using a chemical response to pest management. This is accomplished through:
  - Cultural, biological, and mechanical
- The City has self imposed restricting the use of glyphosate since 2018 (or the active ingredient in the common herbicide known as RoundUp).

Cultural, Biological and Mechanical Options

Cultural - soil management; use of compost

Biological - owl nest

Mechanical – weed wacker

IPM Guidelines

1. Eliminate pesticides classified as Toxicity Category I and Category II by the United States Environmental Protection Agency (US EPA).

2. Minimize the use of pesticides classified as Toxicity Category III and Category IV by the United States Environmental Protection Agency (US EPA).

3. Eliminate the use of pesticides that are classified by government agencies as known probable or possible carcinogens, reproductive toxicants (teratogens, mutagens), endocrine disruptors, carbamates, organophosphates, or ground water contaminants.

4. Use pesticides only when necessary and select a pesticide that is both effective and least toxic.

5. Designate playground and picnic table areas on City property as pesticide-free to the extent possible.

6. Meet stormwater requirements.

Approved, Limited Use, & Banned Products List

- Please see the screen share to reference the list
- Emergency usage.
- Healthy Schools Act (HSA).

Q & A and Council Action

- Are there any questions?

- It is recommended to adopt a Resolution approving the Integrated Pest Management Policy.

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **NEW BUSINESS**

Subject: **Status Report of City of St. Helena Issued Pop Up Temporary Use Permits**

CEQA Determination: **Exempt**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In 2018, the City Council approved an ordinance amendment allowing businesses to apply for an administratively approved use permit for temporary activities lasting one year or less. The impetus for this code change was feedback from the business community that the use permit process was too cumbersome, lengthy, and costly; particularly for businesses that desired to open quickly. To aid in the economic development recovery downtown, the "pop up" or temporary use permit ordinance administered through Section 17.135.50 of the Zoning Code has responded to this need. Temporary use permits are not subject to Design Review or parking requirements. This staff report will analyze the pop up permit activity to date since the new regulations went into effect.

DISCUSSION

Since the creation of the pop up ordinance in 2018, the City has received and processed a total of 21 temporary use permits (Attachment 1) . The number of temporary use permits issued has grown year over year since inception. Two of the 21 approved permits later applied for a permanent use permit (Gregory Lang Art Gallery and Lang and Reed Tasting Room with administrative offices). Additionally, eight of the 21 permits were for shorter term (lasting days or weeks) type of enterprises such as a community wall art project, anniversary party, drive in theatre (two permits), campaign office, pumpkin patch, gratitude wall, and Purfresh Clean event. The remaining 13

permits were for brick and mortar type commercial businesses that wanted to benefit from a quick approval and reduced cost ($500) to open their operations. All temporary use permits are issued with conditions of approval stating that the permit expires after 12 months, unless the application includes an earlier end date for the activity in which case that end date is incorporated in the conditions of approval.

As a result of this reporting, it came to staff's attention that one of the temporary use permits approved in 2019 has continued to operate without requesting a permanent use permit approval from the Planning Commission. Staff is following up with this business to bring them into compliance.

It is staff's conclusion that the initiation of the pop up permit has been a business friendly zoning code change by reducing costs, processing time, and uncertainty in the development review process. It fosters creative entrepreneurs to open their business with minimal delay as the typical pop up permit is processed and approved within 7-14 days. The temporary use permit regulations are incorporated into the new draft zoning code.

FISCAL IMPACT
There is no fiscal impact from this status update.

RECOMMENDED ACTION
Receive report from staff.

ATTACHMENTS
TUP's Approved Spreadsheet_2018-08.2021 for CC

Temporary Use Permits

Year	Project Number	Description	Address	Permanent Use Permit
2018				
(January 1, 2018)	PL18-081	Wish Pop-Up Store	1320 Main St.	No (This use is allowed in the CB zone by right)
2019				
	PL19-052	Community Art Wall Project	1377 Main St.	No
	PL19-034	St. Helena Boutique	1239 Main St.	No
	PL19-030	Jewelry Store/ Wine Tasting	1269 Main St.	No
	PL19-037	Meuse Art Gallery	1331 Main St.	No (This is currently operating without a valid use permit-a courtesy letter is being sent to the business owner to apply for Use Permit)
	PL19-026	Gotts Anniversary Party	933 Main St.	No
2020				
	PL20-022	Cameo Cinema Drive-In	931 Main St.	No
	PL20-040	Peter White Campaign Office	1380 Main St.	No
	PL20-042	Pumpkin Patch	009-470-024	TUP expired on 9/29/21 (It appears this business plans to operate again this year and staff is contacting the owner to apply for a new TUP)
	PL20-001	Gregory Lang Art Gallery	1309 Main St. Ste. 5	Yes
	PL20-048	Wine Shop, Espresso Bar & More	929 Main St.	TUP expires on 1/12/22
	PL20-047	Gratitude Wall @ Hunt Ave. Hub	1234 Main St.	No
	PL20-043	Vine Star Wine Bar	929 Main St.	TUP expires on 10/20/21 (Business has vacated)
2021				

(August 25, 2021)	PL21-007	Erosion Wine	1234 Main St.	TUP expires on 3/19/22	
	PL21-016	Carolina's Champagne Lounge & Live Music	1414 Main St.	TUP expires on 5/6/22	
	PL21-005	Lang & Reed Tasting Room w/ Administrative Offices	1244 Spring St.	Yes	
	PL21-026	Halloram & Sons Antiques	1220 Adams St.	TUP expires on 5/28/22	
	PL21-002	Splendore Studio Aesthetics	200 Main St.	TUP expires on 1/19/22	
	PL21-025	Purfresh Clean Event	905 Main St.	TUP expires on 5/28/22	One-Time event held on 6/10/21
	PL21-013	Cameo Cinema & Charles Krug Drive-In	2800 Main St.	TUP expires on 4/13/22	Summer event 5/2021 to 9/2021
	PL21-022	Crisp Kitchen & Juice	1111 Main St. Ste. B	TUP expires on 5/19/22	

City Council

October 26, 2021

Pop Up Permits Status

Pop Up Permits
Summary of Findings

- **21 Temporary Use Permits total issued to date**
- **Increase year over year in number of permits issued**
- **2 of 21 permits resulted in an application for permanent use permit (Gregory Lang Art Gallery and Lang and Reed Tasting Room with administrative offices)**
- **8 of 21 permits were temporary in nature -community wall art project, anniversary party, drive in theatre (two permits), campaign office, pumpkin patch, gratitude wall, and Purfresh Clean event**
- **13 of 21 permits were for brick and mortar type establishments**
- **One of permits approved in 2019 has continued to operate without requesting a permanent use permit approval from the Planning Commission. Staff is following up with this business to bring them into compliance**

2018-2021 Pop Up Permits

Temporary Use Permits				
Year	Project Number	Description	Address	Permanent Use Permit
2018				
(January 1, 2018)	PL18-081	Wish Pop-Up Store	1320 Main St.	No (This use is allowed in the CB zone by right)
2019				
	PL19-052	Community Art Wall Project	1377 Main St.	No
	PL19-034	St. Helena Boutique	1239 Main St.	No
	PL19-030	Jewelry Store/ Wine Tasting	1269 Main St.	No
	PL19-037	Meuse Art Gallery	1331 Main St.	No (This is currently operating without a valid use permit-a courtesy letter is being sent to the business owner to apply for Use Permit)
	PL19-026	Gotts Anniversary Party	933 Main St.	No
2020				
	PL20-022	Cameo Cinema Drive-In	931 Main St.	No
	PL20-040	Peter White Campaign Office	1380 Main St.	No
	PL20-042	Pumpkin Patch	009-470-024	TUP expired on 9/29/21 (It appears this business plans to operate again this year and staff is contacting the owner to apply for a new TUP)
	PL20-001	Gregory Lang Art Gallery	1309 Main St. Ste. 5	Yes
	PL20-048	Wine Shop, Espresso Bar & More	929 Main St.	TUP expires on 1/12/22
	PL20-047	Gratitude Wall @ Hunt Ave. Hub	1234 Main St.	No
	PL20-043	Vine Star Wine Bar	929 Main St.	TUP expires on 10/20/21 (Business has vacated)
2021				
(August 25, 2021)	PL21-007	Erosion Wine	1234 Main St.	TUP expires on 3/19/22
	PL21-016	Carolina's Champagne Lounge & Live Music	1414 Main St.	TUP expires on 5/6/22
	PL21-005	Lang & Reed Tasting Room w/ Administrative Offices	1244 Spring St.	Yes
	PL21-026	Halloram & Sons Antiques	1220 Adams St.	TUP expires on 5/28/22
	PL21-002	Splendore Studio Aesthetics	200 Main St.	TUP expires on 1/19/22
	PL21-025	Purfresh Clean Event	905 Main St.	TUP expires on 5/28/22
	PL21-013	Cameo Cinema & Charles Krug Drive-In	2800 Main St.	TUP expires on 4/13/22
	PL21-022	Crisp Kitchen & Juice	1111 Main St. Ste. B	TUP expires on 5/19/22

Report to the City Council
Regular City Council - 26 Oct 2021

Agenda Section: **NEW BUSINESS**

Subject: **Fiscal Year 2021-22 First Quarter Finance Report**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter.

Staff has prepared the following for Council:

1. First quarter (Q1) staff report for Fiscal Year (FY) 2021-22. This report is a summary of transactions from July 1, 2021 through September 30, 2021.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q1 FY 2021-22.
3. FY 2021-22 Q1 list of checks over $50,000 (Attachment 1)
4. FY 2021-22 Q1 balance of all funds (Attachment 2)

DISCUSSION

Information presented below reflects transactions posted through September 30, 2021. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

General Fund

General Fund revenue received to date for FY 2021-22 is $2,059,312 – 12% of General Fund revenue has been collected. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents, and
11. Miscellaneous.

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT. While the 12% collected for FY 2021-22 may seem low, this figure is normal due to timing of property tax and sales tax payments. Attachment 3 provides details on each of the revenue categories. Revenues for Q1 include a non-budgeted revenue received for Excess ERAF of $443,774 and Emergency Relief of $102,704.

General Fund expenditures are $4,382,376 for Q1 which is 31.8% of the adopted budget. Spending for FY 2021-22 is slightly higher than projected. This is primarily due to strike-team costs in the Fire Department. A budget adjustment will be brought to City Council at mid-year to account for the additional costs as well as the offsetting revenues. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 4 provides a summary of expenditures by Department for FY 2021-22 Q1.

Water Enterprise Funds

Water Enterprise revenue billed to date is $4,227,348 or 68% of the estimated total revenues for FY 2021-22 through September 30, 2021. Revenues are higher than anticipated due to water penalties charged in July, August, and September as a result of the Phase II water emergency, which was not included in the estimated revenues. The penalties charged is $3,105,153, of which a portion may be forgiven through the City Council approved Penalty Forgiveness Program. Attachment 5 provides details for Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES Subsidy is due to the 1st Quarter subsidy amount yet to be transferred from the General Fund.

Water expenditures are $1,738,790 for Q1 FY 2021-22. Overall Water Fund spending is at 29% for the Fiscal Year and is on target. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 6 provides a summary of spending by Department for FY 2021-22 Q1

Wastewater Enterprise Funds

Wastewater Enterprise revenue billed to date is $586,341 or 17% of the estimated total revenues for FY 2021-22. Revenues are slightly lower than anticipated. The previous FY

2020-21 Q1 revenues were at 17% for the same time period. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-3870-0000 CARES Subsidy is due to the 1st Quarter subsidy amount yet to be transferred from the General Fund.

Wastewater expenses are $654,961 for Q1 FY 2021-22. Overall Wastewater Fund spending is at 22% for the Fiscal Year and is on target. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 8 provides a summary of spending by Department for FY 2021-22 Q1.

Water and Wastewater Funds - Aging Report

Although this section is not part of the regular quarterly report, staff feels the aging report for the utility systems is important to review due to the COVID-19 emergency. Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed the revenues are recorded in the financial software system. Staff has seen an increase in the number of past due accounts. It can not be determined the exact cause; however, it is believed to be due to the ongoing financial hardships created by COVID-19. Table 1 provides a summary of the past due amounts compared to the same time the previous year.

Table

Year	30-60 days	60-90 days	90-120 days	Over 120 days
9/30/19	$35,885	$21,881	$6,285	$60,360
9/30/20	$6,558	$109,031	$33,347	$103,966
9/30/21	$27,561	*$1,186,814	$229,684	$296,787

**Amount includes penalties assessed as part of the water emergency.*

All Funds

Attachment 2 provides a summary of the balance of all funds.

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 111 participants. The subsidy for FY Q1 2021-22 is $15,179.01. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2021-22 budget.

Leak Adjustment Subsidy

The leak subsidy for Q1 2021-22 totals $1,962.92 which represents 4 leak adjustments, which included 2 irrigation leaks and 2 broken pipes. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2021-22 budget.

FY 2021-22 Q4 Checks over $50,000

Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all checks over $50,000.

FISCAL IMPACT
There is no fiscal impact associated with this report.

RECOMMENDED ACTION
Staff recommends the City Council receive and file the Q1 FY 2021-22 financial report.

ATTACHMENTS
Attachment 1 - Checks over $50,000
Attachment 2 - Fund Balance Estimates at 09.30.21
Attachment 3 - General Fund Revenue Worksheet Historical by Type Q1
Attachment 4 - FY 2021-22 Q1 General Fund Expenses
Attachment 5 - FY 2021-22 Q1 Water Revenues
Attachment 6 - FY 2021-22 Q1 Water Expenditures
Attachment 7 - FY 2021-22 Q1 Wastewater Revenues
Attachment 8 - FY 2021-22 Q1 Wastewater Expenditures

Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
Printed: 10/15/2021 9:50 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
112558	BBKLAW	Best Best & Krieger, Attorneys at Law	07/08/2021	129,400.58
112611	NAP05	Westamerica Bank	07/08/2021	71,325.58
			Total for 7/8/2021:	200,726.16
112633	CHAMBER	Chamber Of Commerce-St. Helena	07/14/2021	72,500.00
			Total for 7/14/2021:	72,500.00
112751	NATIONST	National Storage Tank, Inc.	07/29/2021	133,155.90
112754	OTS	Operational Technical Services	07/29/2021	80,150.53
			Total for 7/29/2021:	213,306.43
112789	NAP05	Westamerica Bank	08/09/2021	76,640.54
112797	KAISER	Kaiser Foundation Health Plan, Inc.	08/09/2021	54,020.38
			Total for 8/9/2021:	130,660.92
112887	NAP05	Westamerica Bank	08/23/2021	92,305.23
			Total for 8/23/2021:	92,305.23
112904	NAP06	NAPA, CITY OF	08/25/2021	155,384.46
112906	PGE	P G & E	08/25/2021	54,265.72
			Total for 8/25/2021:	209,650.18
112932	PGE	P G & E	08/30/2021	57,003.07
			Total for 8/30/2021:	57,003.07
112950	BBKLAW	Best Best & Krieger, Attorneys at Law	09/01/2021	73,573.84
			Total for 9/1/2021:	73,573.84
113011	CDPOWER	CD & Power	09/08/2021	170,830.80
113016	OTS	Operational Technical Services	09/08/2021	82,071.68
113017	REMIF	REMIF	09/08/2021	74,162.00
			Total for 9/8/2021:	327,064.48
113044	REMIF	REMIF	09/09/2021	57,040.48
113069	CIRA	CIRA	09/09/2021	347,918.00
			Total for 9/9/2021:	404,958.48

Check No	Vendor No	Vendor Name	Check Date	Check Amount
113101	NAP05	Westamerica Bank	09/15/2021	97,598.46
113109	NAP05	Westamerica Bank	09/15/2021	103,270.69
			Total for 9/15/2021:	200,869.15
113124	TAYLORBA	Taylor Bailey Inc.	09/16/2021	57,916.00
113125	TELSTAR	Telstar Instruments	09/16/2021	79,681.05
			Total for 9/16/2021:	137,597.05
113131	CHASE	Chase	09/20/2021	470,377.27
113136	NAP06	NAPA, CITY OF	09/20/2021	149,792.00
113168	PGE	P G & E	09/20/2021	57,003.07
			Total for 9/20/2021:	677,172.34
113208	OTS	Operational Technical Services	09/29/2021	65,602.70
113238	MCCULL	McCullough Construction, Inc.	09/29/2021	51,561.38
			Total for 9/29/2021:	117,164.08
			Report Total (26 checks):	2,914,551.41

Attachment 2

Fund	Description	Estimated Balance at 09/30/21	Estimated Balance Without Long-term Receivables at 09/30/2021
101	General Fund	6,694,022	6,097,552
209	HOME Grant	425,105	25,151
211	EPA Grant	-	-
212	Dept. of Homeland Security	327	327
213	GVS Grant	273	273
216	Public Safety Impact	534,713	473,380
218	Public Library Foundation	1,296	1,296
219	CLSA State Library	1,858	1,858
222	Park Bond Act	222	222
223	Skate Park Lighting	1	1
224	Public Safety (COPS)	221,779	221,779
225	Gas Tax 215	37,667	37,667
226	Gas Tax 216	22,960	22,960
227	Gas Tax 2107	33,114	33,114
228	Gas Tax 21075	10,511	10,511
229	Gas Tax 2103	114,485	114,485
230	RMRA	141,792	141,792
235	Measure A	84,326	84,326
237	Emergency Flood Relief	172,380	172,380
238	Police Training Development	22,188	22,188
240	Measure T	2,431,623	2,431,623
241	Measure T - Class I Trails	283,604	283,604
277	Prop 56	14,507	14,507
278	BSCC Grant	2,560	2,560
279	Asset Forfeiture	54,634	54,634
283	Tree City	131,666	131,666
286	Bocce	38,153	38,153
287	Harvest Festival	13,344	13,344
288	Fourth of July	23,202	23,202
289	Recreation Program	36,050	36,050
291	SB-1186 State Fees	19,960	19,960
295	NOAA	2,680	2,680
329	Stabo Land Conservation	36,907	36,907
375	Murray Public Safety	16,933	16,933
380	Friends and Foundation	52,934	52,934
381	Ryan Trust	(3,640)	(3,640)
382	Martin Trust	4,414	4,414
384	Tweed Library	754,788	754,788
420	1996 GO Bonds	12,361	12,361
443	South St. Helena Drainage	29,783	29,783
561	Water Enterprise	7,953,041	7,953,041
562	1977 Water Bond	60,230	60,230
571	Wastewater Enterprise	3,393,546	3,393,546

Fund	Description	Estimated Balance at 09/30/21	Estimated Balance Without Long-term Receivables at 09/30/2021
572	Wastewater Bond	25,418	25,418
581	IS Retiree Health	67,627	67,627
582	IS Garage	195,488	195,488
592	Equipment Replacement	275,965	275,965
593	Fire Dept. Capital Equipment	614,899	614,899
700	Flood Control Capital	253,827	253,827
713	Civic Improvement Impact	734,718	734,718
733	City-wide Capital Project	60,784	60,784
734	Park Impact	1,045,765	1,045,765
740	Traffic Mitigation Impact	2,752,160	2,752,160
741	Street Capital Improvement	652,244	652,244
742	Drainage Impact	797,281	797,281
743	TDA Grant	-	-
745	Parking In-Lieu	640,623	640,623
751	Affordable Housing	1,798,670	1,798,670
752	Measure E	349,291	349,291
763	Water Capital Project	446,486	446,486
764	Water Impact	366,599	366,599
773	Wastewater Capital Project	1,461,271	1,461,271
774	Wastewater Impact	649,419	649,419

Nonspendable = Resources that cannot be spent either because the underlying resources are not in spendable form or because the government is legally or contractually required to maintain the resource intact.

Restricted = Resources subject to externally enforceable constraints.

Assigned = Resources that are set aside by the government for a particular purpose.

Unassigned = Resources that are not categorized as nonspendable, restricted, committed or assigned.

Unrestricted Net Position = Difference between total net position and net investment in capital assets and restricted net position.

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Adjusted FY 2021	Unaudited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q1 FY 2022	% Collected Q1 2022
Property Taxes											
101-30-10-00-00	Property Tax-Secured	3,295,653	3,616,167	3,940,490	4,109,646	4,254,296	4,491,375	4,424,468	4,398,942	48,273	
101-30-11-00-00	ERAF Shift to State	94,115	200,292	342,386	309,857	400,795	465,733	-	443,774	443,774	
101-30-20-00-00	Property Tax-Unsecured	117,577	121,534	125,292	127,427	155,958	22,927	162,196	161,261	-	
101-30-30-00-00	Prior Year Property Tax	3,736	1,160	1,035	964	600	4,323	1,588	1,588	-	
101-30-90-00-00	Real Property Transfer Tax	111,591	82,829	83,805	67,964	110,000	171,689	88,000	88,000	-	
101-32-05-00-00	In Lieu VLF	639,236	681,160	726,626	776,392	752,058	810,122	782,140	777,628	-	
101-32-20-00-00	Homeowner Property Tax	15,533	15,352	15,555	15,260	17,057	12,492	17,739	17,739	-	
Property Taxes		**4,277,441**	**4,718,495**	**5,235,189**	**5,407,511**	**5,690,764**	**5,978,661**	**5,476,132**	**5,888,932**	**492,047**	**8%**
Sales Tax											
101-30-40-00-00	Retail Sales/Use Tax	2,868,566	2,950,480	3,159,579	2,822,979	1,559,500	2,740,886	3,058,400	3,058,400	192,951	
101-30-42-00-00	Public Safety Sales Tax	60,197	71,117	61,687	66,742	60,848	69,493	71,800	71,800	18,993	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	296,936	1,726,923	1,743,519	1,650,599	880,200	1,575,315	1,799,000	1,799,000	117,516	
Sales Tax		**3,225,699**	**4,748,520**	**4,964,784**	**4,540,321**	**2,500,548**	**4,385,694**	**4,929,200**	**4,929,200**	**329,459**	**7%**
Transient Occupancy Taxes											
101-30-50-00-00	Transient Occupancy Tax	2,281,834	2,841,607	3,296,741	2,470,808	1,237,500	1,558,565	3,131,904	3,366,991	840,019	
101-30-51-00-00	Transient Tax Penalty	54,403	21,973	64,084	11,154	8,859	15,689	9,036	9,036	1,119	
Transient Occupancy Taxes		**2,336,237**	**2,863,580**	**3,360,825**	**2,481,962**	**1,246,359**	**1,574,254**	**3,140,940**	**3,376,027**	**841,139**	**25%**
Other Taxes											
101-30-60-00-00	Franchise Tax	209,478	215,346	209,872	215,623	212,930	210,659	212,930	212,930	-	
Other Taxes		**209,478**	**215,346**	**209,872**	**215,623**	**212,930**	**210,659**	**212,930**	**212,930**	**-**	**0%**
Charges for Service											
101-30-61-00-00	Comcast PEG Access Fees	17,809	23,133	22,698	22,528	22,500	21,994	22,500	22,500	-	
101-30-75-00-00	Fire Inspection Fees	1,320	605	1,100	-	-	1,375	-	-		
101-31-21-00-00	Building Inspection Fees	540	-	-	-	-	-	-	-	-	
101-31-22-00-00	Building Admin Fees	135	-	-	-	-	-	-	-	-	
101-31-23-00-00	Other Fire Fees	-	8	2,850	-	-	2,850	-	-	-	
101-33-10-00-00	Planning Fees	(4)	(5,703)	-	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	193	163	210	59	150	108	150	150	11	
101-33-50-00-00	Police Services	28,771	24,457	33,439	19,168	30,000	6,750	30,000	30,000	7,164	
101-33-51-00-00	Animal Control Services	-	-	-	-	-	-	-	-	-	
101-33-60-00-00	Administrative Fees	1,500	7,515	-	-		-	-	-	-	
101-33-70-00-00	Planning Fees	62,345	16,508	(53,936)	-	-	6,000	-	-	-	
101-33-80-00-00	Engineering Fees	7,057	7,710	1,800	675	1,800	-	-	-	-	
101-33-90-00-00	Street/Sidewalk/Curb Repair		-	-	-		-	-	-	-	
Charges for Service		**119,666**	**74,395**	**8,161**	**42,430**	**54,450**	**39,077**	**52,650**	**52,650**	**7,175**	**14%**
Fines and Forfeits											
101-31-40-00-00	Vehicle Code Fines	40,727	29,160	28,136	22,446	27,583	24,974	27,583	27,583	2,714	
101-31-50-00-00	Other Police Fines	24,134	40,613	36,260	24,821	28,279	9,007	28,279	28,279	8,270	
101-31-55-00-00	A/R Late Penalty	4,463	4,427	3,959	215	500	144	500	500	173	
101-33-63-00-00	Civil Penalties	65,400	106,778	149,264	92,700	45,000	-	45,000	45,000	-	
101-34-20-00-00	Library Fines & Fees	7,585	6,032	4,087	86	-	-	-	-	-	
Fines and Forfeits		**142,309**	**187,010**	**221,705**	**140,267**	**101,362**	**34,125**	**101,362**	**101,362**	**11,158**	**11%**
Licenses and Permits											
101-30-70-00-00	Application & Permit Fees	3,975	10,915	5,475	4,250	5,500	3,375	5,500	5,500	75	
101-30-80-00-00	Business License	149,779	152,551	156,715	155,021	154,896	149,077	154,896	154,896	6,075	
101-30-81-00-00	Business License Penalty	219	756	1,555	798	1,332	619	1,332	1,332	81	
101-31-20-00-00	Building Permits	549,240	492,301	482,404	552,044	430,696	587,287	450,281	450,281	157,291	
101-33-15-00-00	Short Term Rental Permit	13,500	31,500	15,750	31,500	17,500	20,250	27,500	27,500	2,250	
101-33-74-00-00	Planning App & Permit Fees	283,125	235,830	180,329	85,429	100,000	111,100	75,000	75,000	4,719	
101-33-84-00-00	Public Works App & Permit Fees	39,725	38,500	39,300	41,175	37,132	54,300	37,132	37,132	17,625	
101-33-86-00-00	Well Permit Fee	1,300	1,300	2,600	2,600	1,300	-	1,300	1,300	-	
Licenses and Permits		**1,040,863**	**963,653**	**884,127**	**872,817**	**748,356**	**926,008**	**752,941**	**752,941**	**188,116**	**25%**
Development Fees											
101-33-81-00-00	Public Works Land & Dev Fees	20,800	20,325	25,600	19,360	20,325	20,800	20,325	20,325	4,000	
Development Fees		**20,800**	**20,325**	**25,600**	**19,360**	**20,325**	**20,800**	**20,325**	**20,325**	**4,000**	**20%**
Intergovernmental											
101-32-10-00-00	Motor Vehicle In-Lieu	4,391	(3,176)	2,937	-	3,130	-	3,255	3,255	-	
101-32-40-00-00	Highway Maintenance	-	-	-	-	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	-	
101-32-80-00-00	Emergency Relief	122,712	301,210	269,490	120,930	2,511,921	1,252,959	-	-	102,704	
101-34-61-49-00	Contrib from Gov - Police	-	-	9,221	8,484	-	8,484	-	-	-	
101-34-71-00-00	Reimb State Mandated Costs	-	7,965	4,538	1,647	2,040	5,489	2,040	2,040	-	
101-34-73-00-00	Other State Revenue	19	7	18	1,355	-	13	-	-	-	
101-34-75-00-00	Restitution	3,848	9,775	181,227	200	-	25	-	-	-	
101-36-80-00-00	Library Abatement	2,903	4,842	3,877	3,302	3,709	5,522	3,746	3,746	-	
101-38-00-80-00	Restitution Revenue	-	-	-	-	-	-	-	-	-	
101-38-70-00-00	Allocation from Other Agency	-	-	1,948	-	-	-	-	-	-	
Intergovernmental		**182,726**	**369,478**	**522,112**	**184,773**	**2,569,655**	**1,321,348**	**57,896**	**57,896**	**102,704**	**177%**

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Adjusted FY 2021	Unaudited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q1 FY 2022	% Collected Q1 2022
Interest and Rents											
101-31-70-00-00	Investment Earnings	(40,336)	(41,299)	262,296	215,290	70,000	-	70,000	70,000	-	
101-34-76-00-00	Cash Overage/Shortage	0	(0)	22	61		-	-	-	26	
101-31-75-00-00	Interest Income		4,834	(93)	-		-	-	-	17	
101-36-10-00-00	Rental Income	180,809	214,450	153,805	89,101	70,350	79,904	73,868	73,868	28,559	
101-36-12-00-00	Rec Programs Facility Rental			865	-		-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	5,827	1,425	1,225	750	1,425	-	1,425	1,425	-	
Interest and Rents		**146,300**	**179,410**	**418,120**	**305,202**	**141,775**	**79,904**	**145,293**	**145,293**	**28,602**	**20%**
Miscellaneous											
101-33-20-00-00	Legal Cost Recovery	158,922	10,683	32,726	-	10,000	-	10,000	10,000	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	193	163	-	200	165	-	165	165	-	
101-33-85-00-00	Public Wks Violation/Repair Fe	-	-	20	-	-	-	-	-	-	
101-34-21-00-00	TRB Library Revenue	-	20,000	5,475	-	-	-	-	-	-	
101-34-22-00-00	Library Copies	3,431	3,277	2,946	1,585	3,030	-	3,030	3,030	-	
101-34-23-00-00	Library Lost Material	503	313	617	500	500	-	500	500	-	
101-34-24-00-00	Library Room Rental	430	110	305	150	354	-	354	354	-	
101-34-31-00-00	Donations	1,000	-	-	300	-	-	-	-	-	
101-34-31-48-00	Donations - Fire Department	-	-	-	-	-	4,000	-	-	-	
101-34-31-49-00	Donations - Police Department	-	-	-	-	-	1,500	-	-	-	
101-34-51-00-00	Sale of Capital Assets	-	18,137	1,155	3,795	-	633	-	-	-	
101-34-60-00-00	Contributions from non-govt	-	87,500	-	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	-	-	235,000	861,777	575,000	729,864	-	
101-34-61-46-00	Contributions from Gov - Library	-	5,883	-	2,000	-	500	-	-	1,000	
101-34-68-00-00	TID Admin Fee	-	-	-	-	-	-	-	-	-	
101-34-70-00-00	Other Revenue	22,118	25,166	123,934	41,033	55,000	34,911	55,000	55,000	417	
101-34-70-22-47	Other Revenue - Jingle	-	-	-	4,389	14,000	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	-	-	70,000	123,996	120,000	120,000	49,010	
101-34-70-47-01	Other Revenue	-	-	-	-	20,000	-	20,000	20,000	-	
101-34-74-00-00	Insurance Refund	-	-	-	1,244	-	-	-	-	-	
101-39-98-00-00	Operating Transfers In	3,530	3,574	15,319	5,367	822,387	722,387	1,972	1,972	4,486	
Miscellaneous		**190,126**	**174,805**	**182,495**	**60,562**	**1,230,436**	**1,749,703**	**786,021**	**940,885**	**54,913**	**6%**
TOTALS		**11,891,645**	**14,515,018**	**16,032,990**	**14,270,828**	**14,516,960**	**16,320,232**	**15,675,690**	**16,478,441**	**2,059,312**	**12%**

General Ledger
Quarterly Budget Report
GF Expenses

User: Mandy
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Period 01 - 03
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	2,492,831.00	232,474.75	2,550,592.25	1,211,357.31	1,106,760.19	43.39
Council	420,451.90	0.00	420,451.90	20,641.37	399,810.53	95.09
Administration	678,468.93	23,257.91	698,321.98	179,908.54	495,155.53	70.91
Finance	817,070.69	121,984.15	817,626.67	161,930.66	533,711.86	65.28
Attorney	386,000.00	0.00	386,000.00	40,464.19	345,535.81	89.52
PlanningBuilding	1,347,471.49	232,587.12	1,487,460.05	273,293.58	981,579.35	65.99
Library	1,001,421.89	0.00	1,001,421.89	225,563.92	775,857.97	77.48
Parks & Recreation	701,596.50	0.00	701,596.50	174,565.26	527,031.24	75.12
Fire	1,653,453.17	0.00	1,653,453.17	669,330.66	984,122.51	59.52
Police	3,295,102.45	0.00	3,295,102.45	983,919.45	2,311,183.00	70.14
Public Works	2,881,581.22	85,203.52	2,970,867.41	441,401.07	2,444,262.82	82.27
Grand Total	**15,675,449.24**	**695,507.45**	**15,982,894.27**	**4,382,376.01**	**10,905,010.81**	**0.6823**

General Ledger
Quarterly Budget Report
Water Revenues

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Period 01 - 03
Fiscal Year 2022

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise				
561-38-10-00-00	Water Revenue	-1,500.00	-1,500.00	0.00	-1,500.00
561-38-10-00-01	Residential-Inside CL	-2,596,792.00	-2,596,792.00	-572,505.85	-2,024,286.15
561-38-10-00-50	Residential-Outside CL	-486,328.00	-486,328.00	-45,098.67	-441,229.33
561-38-10-01-00	Multi-Dwelling-Inside CL	-705,595.00	-705,595.00	-121,429.78	-584,165.22
561-38-10-01-50	Multi Dwelling-Outside CL	-19,945.00	-19,945.00	-681.02	-19,263.98
561-38-10-10-00	General Commercial-Inside CL	-2,070,001.00	-2,070,001.00	-340,364.71	-1,729,636.29
561-38-10-17-00	Landscape Meter	-180,139.00	-180,139.00	-35,309.89	-144,829.11
561-38-10-99-10	Fire Service-Inside CL	-15,362.00	-15,362.00	-7,896.82	-7,465.18
561-38-10-99-20	Fire Service-Outside CL	-7,864.00	-7,864.00	-1,770.70	-6,093.30
561-38-10-99-50	Finance Charges	-25,000.00	-25,000.00	0.00	-25,000.00
10	Water Revenues	-6,108,526.00	-6,108,526.00	-1,125,057.44	-4,983,468.56
561-38-40-00-00	Property Rentals	-8,400.00	-8,400.00	0.00	-8,400.00
40	Property Rentals Water	-8,400.00	-8,400.00	0.00	-8,400.00
561-38-60-00-00	Meter Install Fee	-5,500.00	-5,500.00	-1,546.17	-3,953.83
60	Water Meter Install Fee	-5,500.00	-5,500.00	-1,546.17	-3,953.83
561-31-70-00-00	Investment Earnings	-50,000.00	-50,000.00	0.00	-50,000.00
561-34-70-00-00	Other Revenue	-8,500.00	-8,500.00	-513.00	-7,987.00
561-38-70-00-00	CARE Subsidy	-22,700.00	-22,700.00	4,922.25	-27,622.25
70	CARE Subsidy	-81,200.00	-81,200.00	4,409.25	-85,609.25
561-34-71-00-00	Water Emergency Penalties	0.00	0.00	-3,105,153.19	3,105,153.19
71	Water Emergency Penalties	0.00	0.00	-3,105,153.19	3,105,153.19
561-33-80-00-00	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
80	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit Fees	-1,000.00	-1,000.00	0.00	-1,000.00
83	Raw Water Permit Fees	-1,000.00	-1,000.00	0.00	-1,000.00
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
Grand Total		**-6,205,776.00**	**-6,205,776.00**	**-4,227,347.55**	**-1,978,428.45**

General Ledger
Quarterly Budget Report
Water Expenditures

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Period 01 - 03
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,232,950.00	0.00	1,232,950.00	658,278.43	574,671.57	46.61
Council	21,197.56	0.00	21,197.56	3,920.69	17,276.87	81.50
Administration	182,897.67	747.94	183,775.75	63,523.91	119,503.90	65.03
Finance	553,305.81	97,554.98	559,991.84	116,351.19	346,085.67	61.80
Attorney	159,500.00	0.00	159,500.00	31,620.59	127,879.41	80.18
Public Works	4,932,683.44	337,666.99	5,256,628.18	865,094.89	4,053,866.30	77.12
Grand Total	**7,082,534.48**	**435,969.91**	**7,414,043.33**	**1,738,789.70**	**5,239,283.72**	**0.7067**

General Ledger
Quarterly Budget Report
WW Revenues

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Period 01 - 03
Fiscal Year 2022

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	**Investment Earnings**	**-20,000.00**	**-20,000.00**	**0.00**	**-20,000.00**
31	SEWER ENTER. INVESTMENT EARNIN	-20,000.00	-20,000.00	0.00	-20,000.00
571-34-70-00-00	**Other Revenue**	**-9,600.00**	**-9,600.00**	**-9,600.00**	**0.00**
571-34-80-00-00	**Annexation Fees**	**-2,600.00**	**-2,600.00**	**0.00**	**-2,600.00**
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-9,600.00	-2,600.00
571-35-00-00-00	**Residential**	**-1,472,369.00**	**-1,472,369.00**	**-242,293.73**	**-1,230,075.27**
571-35-00-01-00	**Multiple Dwelling**	**-216,912.00**	**-216,912.00**	**-43,187.44**	**-173,724.56**
571-35-00-03-00	**Laundromat**	**-14,531.00**	**-14,531.00**	**-2,457.63**	**-12,073.37**
571-35-00-10-00	**General Commercial**	**-1,251,227.00**	**-1,251,227.00**	**-232,084.93**	**-1,019,142.07**
571-35-00-11-00	**Restaurants**	**-130,036.00**	**-130,036.00**	**-19,186.20**	**-110,849.80**
571-35-00-12-00	**Service Station**	**-3,213.00**	**-3,213.00**	**-585.90**	**-2,627.10**
571-35-00-14-00	**Motels-No Food Service**	**-135,765.00**	**-135,765.00**	**-24,383.24**	**-111,381.76**
571-35-00-15-00	**Supermarkets**	**-17,935.00**	**-17,935.00**	**-2,215.10**	**-15,719.90**
571-35-00-18-00	**Mixed Retial-Plus Food Service**	**-19,463.00**	**-19,463.00**	**-2,689.50**	**-16,773.50**
571-35-00-20-00	**Industrial**	**-20,523.00**	**-20,523.00**	**-4,409.62**	**-16,113.38**
571-35-00-30-00	**Libraries & Schools**	**-37,773.00**	**-37,773.00**	**-6,379.51**	**-31,393.49**
571-35-00-60-60	**Car Wash**	**-2,123.00**	**-2,123.00**	**-442.80**	**-1,680.20**
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,321,870.00	-3,321,870.00	-580,315.60	-2,741,554.40
571-38-10-99-50	**Finance Charges**	**-18,500.00**	**-18,500.00**	**0.00**	**-18,500.00**
571-38-65-00-00	**Sewer Connection Fee**	**-1,300.00**	**-1,300.00**	**0.00**	**-1,300.00**
571-38-70-00-00	**CARE Subsidy**	**-2,500.00**	**-2,500.00**	**3,574.52**	**-6,074.52**
38	Dept	-22,300.00	-22,300.00	3,574.52	-25,874.52
571	Sewer Enterprise	-3,376,370.00	-3,376,370.00	-586,341.08	-2,790,028.92
Grand Total		**-3,376,370.00**	**-3,376,370.00**	**-586,341.08**	**-2,790,028.92**

General Ledger
Quarterly Budget Report
Wastewater Expenditures

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Period 01 - 03
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	516,994.00	0.00	516,994.00	162,992.49	354,001.51	68.47
Council	21,197.56	0.00	21,197.56	3,920.68	17,276.88	81.50
Administration	123,408.60	747.95	124,286.69	43,520.09	80,018.65	64.38
Finance	379,951.99	24,151.34	380,272.97	80,874.57	275,247.06	72.38
Attorney	26,500.00	0.00	26,500.00	490.66	26,009.34	98.15
Public Works	2,308,317.99	71,383.58	2,367,695.67	363,162.85	1,933,149.24	81.65
Grand Total	**3,376,370.14**	**96,282.87**	**3,436,946.89**	**654,961.34**	**2,685,702.68**	**0.7814**

FY 2021-22 Q1
Budget Review

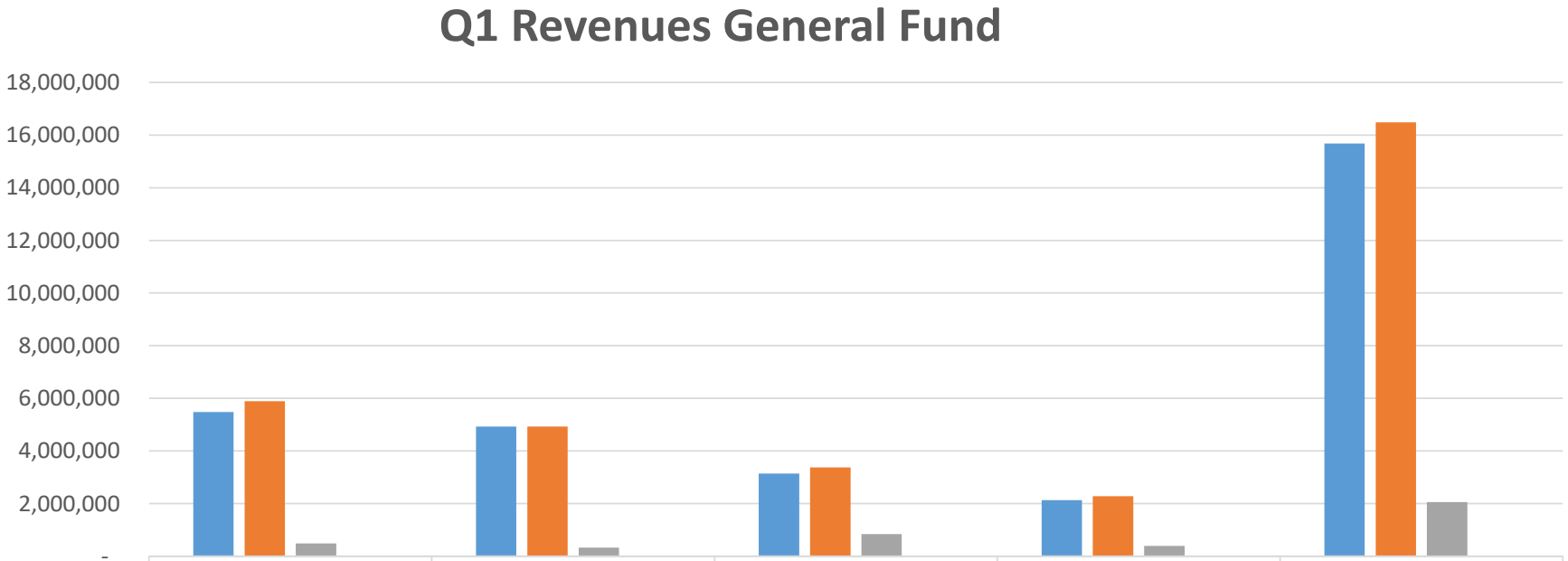
Transactions Posted through
September 30, 2021

By: April Mitts, Administrative Services Director

Administrative Services Department

October 26, 2021 City Council Meeting

General Fund Revenue Summary



	Property Tax	Sales Tax	TOT	Other	TOTALS
Adopted	5,476,132	4,929,200	3,140,940	2,129,418	15,675,690
Adjusted	5,888,932	4,929,200	3,376,027	2,284,282	16,478,441
Q1 Collected	492,047	329,459	841,139	396,667	2,059,312
% of Budget Collected	8%	7%	25%	34%	12%

Sales Tax and TOT – Updated 10/26/21

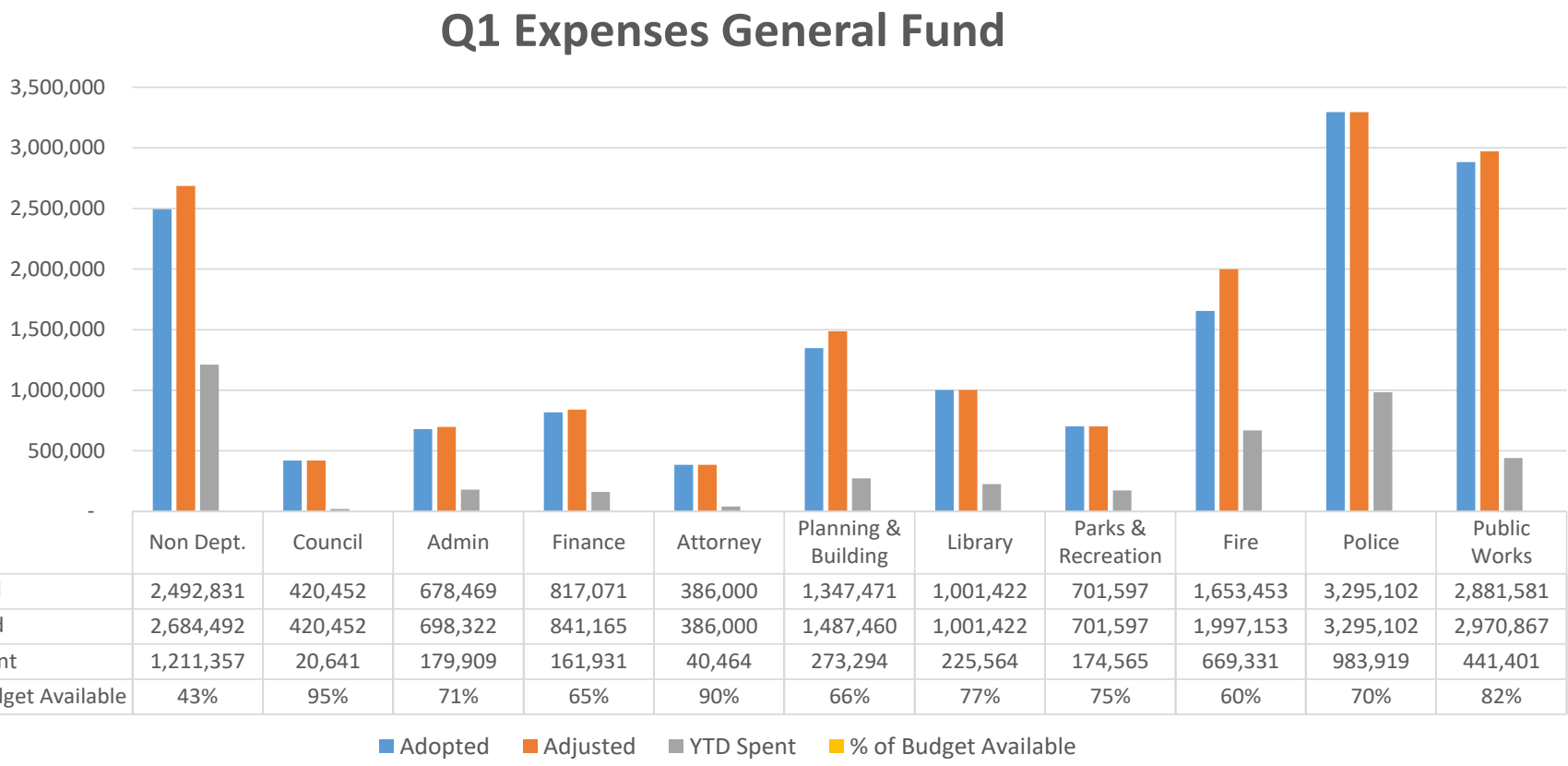
SALES TAX AND TOT			
	FISCAL YEAR 2021-22		
	July	August	September
Sales Tax	Avenue Most Conservative		
Estimated	244,366	320,214	277,703
Actual	192,951	248,695	
Difference	**(51,415)**	**(71,519)**	**(277,703)**
Measure D	Avenue Most Conservative		
Estimated	166,408	204,906	141,222
Actual	117,516	166,066	
Difference	**(48,891)**	**(38,840)**	**(141,222)**
TOT	95% of FY 19		
9/6/21 Revised Estimate	409,877	402,405	361,027
Actual	416,525	411,939	365,400
Difference	**6,648**	**9,534**	**4,373**
Collection over/(under) estimates	**(93,658)**	**(100,826)**	**(414,551)**

Sales Tax Historical

Sales Tax												
Period	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
2018	313,531	191,200	255,000	286,822	193,100	257,600	189,306	184,100	220,145	239,316	311,350	309,011
2019	252,604	330,886	287,007	199,705	229,515	293,600	220,334	225,622	281,452	258,996	299,841	280,016
2020	274,498	252,408	118,185	204,620	178,547	196,858	225,262	200,630	202,913	246,424	326,877	518,286
2021	192,951	248,695	*277,703*	*193,291*	*222,040*	*284,125*	*213,170*	*218,370*	*272,503*	*250,789*	*290,242*	*270,974*

Measure D												
Period	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
2018	222,098	80,400	107,200	258,359	85,500	114,000	183,717	94,700	164,113	127,626	153,305	135,906
2019	161,204	198,611	136,935	114,381	141,692	196,101	121,750	131,707	97,817	142,487	161,353	139,482
2020	149,948	166,051	75,016	147,871	143,922	113,276	113,084	117,391	152,365	141,247	173,616	229,399
2021	117,516	166,066	*141,222*	*118,014*	*146,259*	*202,388*	*125,570*	*135,825*	*100,924*	*146,978*	*166,408*	*143,920*

Overview of Expenditures - General Fund



	Non Dept.	Council	Admin	Finance	Attorney	Planning & Building	Library	Parks & Recreation	Fire	Police	Public Works
Adopted	2,492,831	420,452	678,469	817,071	386,000	1,347,471	1,001,422	701,597	1,653,453	3,295,102	2,881,581
Adjusted	2,684,492	420,452	698,322	841,165	386,000	1,487,460	1,001,422	701,597	1,997,153	3,295,102	2,970,867
YTD Spent	1,211,357	20,641	179,909	161,931	40,464	273,294	225,564	174,565	669,331	983,919	441,401
% of Budget Available	43%	95%	71%	65%	90%	66%	77%	75%	60%	70%	82%

General Fund Net Position - Estimated

Unassigned GF Balance (101 only) @ 6/30/2021		**6,971,731**	**Net Position %**
Estimated Revenues @ 6/30/2022	16,478,441		
Estimated Expenses @ 6/30/2022	(16,856,087)		
PO Rollover from FY21	(307,445)		
Use of Reserves	685,091		
Estimated Unassigned Net Position @ 6/30/22		6,286,640	37%

Water Fund

Overview Water Fund

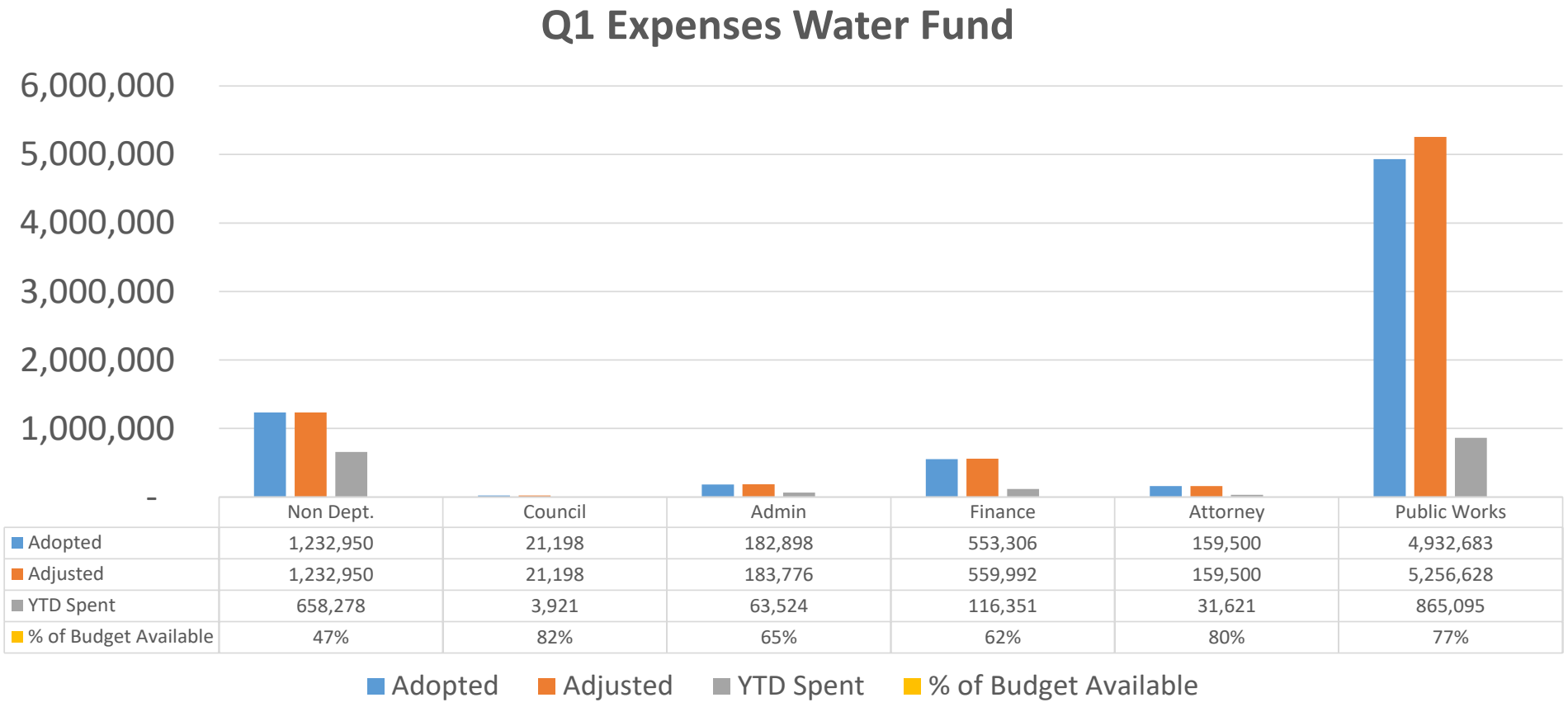
Revenue

- $4,227,348
- 68% billed
- Higher than anticipated

Expenses

- $1,738,790
- 29%
- On target

Overview Water Fund



	Non Dept.	Council	Admin	Finance	Attorney	Public Works
Adopted	1,232,950	21,198	182,898	553,306	159,500	4,932,683
Adjusted	1,232,950	21,198	183,776	559,992	159,500	5,256,628
YTD Spent	658,278	3,921	63,524	116,351	31,621	865,095
% of Budget Available	47%	82%	65%	62%	80%	77%

Water Fund Balance - Estimated

Water Fund Balance @ 6/30/21		**5,489,266**	**Net Position %**
Estimated Revenues @ 6/30/22	6,205,776		
Estimated Expenses @ 6/30/22	(7,082,534)		
PO Rollover from FY21	(331,509)		
Use of Reserves	1,208,267		
Estimated Net Position @ 6/30/22		4,280,999	60%

Wastewater Fund

Overview Wastewater Fund

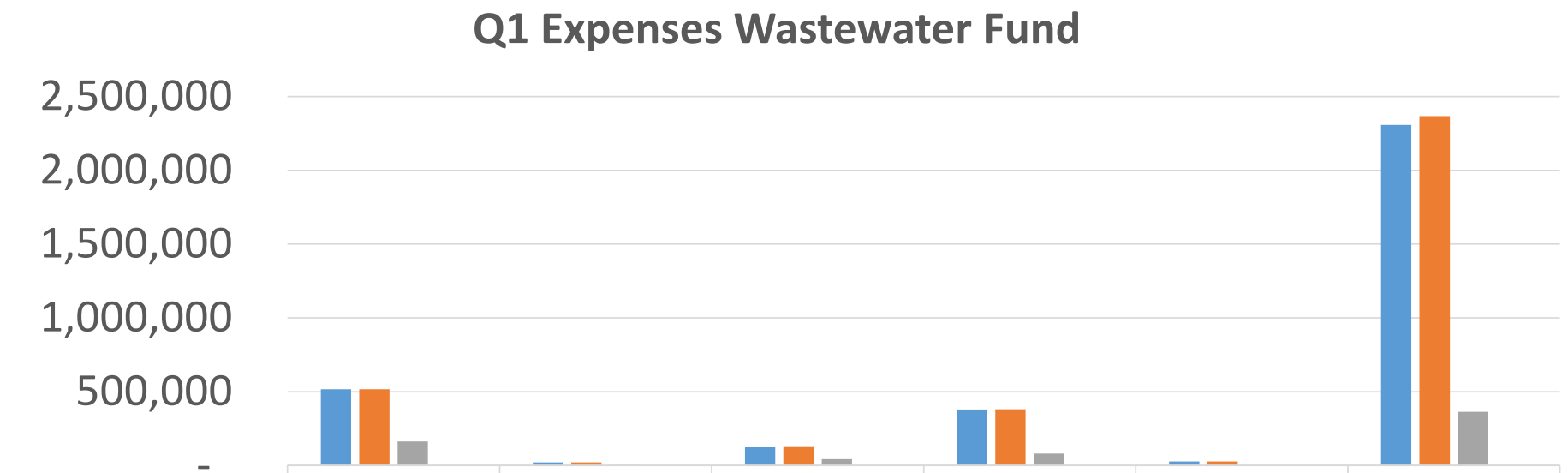
Revenue

- $586,341
- 17% billed
- Lower than anticipated

Expenses

- $654,961
- 22%
- On target

Overview Wastewater Fund



	Non Dept.	Council	Admin	Finance	Attorney	Public Works
Adopted	516,994	21,198	123,409	379,952	26,500	2,308,318
Adjusted	516,994	21,198	124,287	380,273	26,500	2,367,696
YTD Spent	162,992	3,921	43,520	80,875	491	363,163
% of Budget Available	68%	82%	64%	72%	98%	82%

Wastewater Fund Balance – Estimated

Wastewater Fund Balance @ 6/30/21		**4,179,918**	**Net Position %**
Estimated Revenues @ 6/30/22	3,376,372		
Estimated Expenses @ 6/30/22	(3,002,435)		
Transfers Out to Capital	(520,000)		
PO Rollover from FY21	(60,577)		
Use of Reserves	60,577		
Estimated Net Position @ 6/30/22		4,119,341	137%

Water/Wastewater Aging Analysis

Year	30-60 days	60-90 days	90-120 days	Over 120 days
9/30/19	35,885	21,881	6,285	60,360
9/30/20	6,558	109,031	33,347	103,996
9/30/21	27,561	1,186,814	229,684	296,787

CARES/Leak Adjustments

St. Helena Low Income Subsidy Program (CARES) – FY 2021-22 Q1

- 111 Participants
- Subsidy from July 1 – September 30, 2021 is $15,179
- 2 additional participant since last quarter

Leak Adjustments – FY 2021-22 Q1

- 4 leak adjustments
- Subsidy from July 1 – September 30, 2021 is $1,963
- 2 leaks were related to irrigation leaks and 2 were related to 2 broken pipes.

Council Action:
Receive and File Q1 FY 2021-22 Report