



**City of St. Helena
Regular City Council Meeting
Tuesday, March 8, 2022 @ 6:00 PM**

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

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.

ALTERNATIVE PUBLIC COMMENT VIA TELEPHONE BY RESERVATION

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing publiccomment@cityofsthelena.org, or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

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

****NEW** - Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.org.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://sthelena.civicweb.net/portal/>.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/82577424638>

Or One tap mobile :

US: +16699006833,,82577424638# or +12532158782,,82577424638#

Or Telephone:

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

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

Meeting ID: 825 7742 4638

International numbers available: <https://us02web.zoom.us/j/82577424638>

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

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

La reunión del Consejo de la Ciudad se transmitirá en vivo por el Canal 28 de Comcast y en el sitio web de la Ciudad, salvo dificultades técnicas. Aquellos miembros del público que deseen participar deben hacerlo de forma virtual a través de las reuniones electrónicas de Zoom de las siguientes maneras; iniciando sesión en el enlace Zoom ubicado en la agenda de la reunión (descargue la aplicación en su computadora o dispositivo móvil) e ingrese el ID de la reunión o llamando al número ubicado en la agenda e ingrese el ID de la reunión. Se aceptarán comentarios públicos para la reunión del Consejo de la Ciudad por correo electrónico a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda, pero no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda del Consejo de la Ciudad al día siguiente.

**\*\*NUEVO- Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a [cityclerk@cityofsthelena.org](mailto:cityclerk@cityofsthelena.org) .**

**El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelena.civicweb.net/portal/> .**

Habr  traducci n en espa ol durante la junta  
Haga clic en el enlace a continuaci n para participar en la reuni n:

<https://us02web.zoom.us/j/82577424638>

O por iPhone one-tap:

US: +16699006833,,82577424638# or +12532158782,,82577424638

O por Tel fono: Marque(para mejor calidad, marque n mero basado en su ubicaci nactual):  
US:

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

ID de la Reuni n: ID: 825 7742 4638

International numbers available: <https://us02web.zoom.us/j/khV4OaDEC>

Page

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

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.

5.1. [Public Comment.Chris Fowler](#)

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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.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1. Proclamation Recognizing March 2022 as Red Cross Month Presented to Toni Lent, Napa County Disaster Action Team (DAT) and Betsy Witthohn, Volunteer Partner of the Disaster Program Manager for Napa and Sonoma Counties

17 - 18

[City of St. Helena Red Cross Proclamation 2022](#)

8. STAFF BRIEFING

- 8.1. None

9. YOUTH REPRESENTATIVE BRIEFING

10. 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)

- 10.1. Consideration and proposed approval of February 22, 2022 Special Joint Meeting Minutes and February 22, 2022 Regular Meeting Minutes 19 - 28

[02-22-22 Regular City Council - Minutes](#)

[02-22-22 Special Joint City Council and Planning Commission Meeting - Minutes](#)

- 10.2. Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings. 29 - 35

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

[Staff Report - Pdf](#)

[Public Comment.Tom Belt](#)

- 10.3. Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$48,000 for Invasive Species Management for the Upper York Creek Ecosystem Restoration, City Project No. W-26. 37 - 56

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff Recommends City Council Adopt the attached Resolution.

[Staff Report - Pdf](#)

- 10.4. Consideration and proposed approval of a resolution duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the part-time Casual Worker I classification. 57 - 61

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Staff recommends City Council duly approve and adopt the publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for the part-time Casual Worker I classification, and make no other changes to the salary schedule for other classifications.

[Staff Report - Pdf](#)

- 10.5. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Green Valley Consulting Engineers for the R19-79 Pavement Restoration Project in an amount not to exceed \$94,740 and authorizing the City Manager to execute the agreement. 63 - 86
- CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA  
 Prepared By: Martin Beltran, Management Analyst  
 Recommendation:  
 Staff recommends City Council adopt the attached resolution.  
[Staff Report - Pdf](#)
11. PUBLIC HEARINGS
- 11.1. Consideration and proposed adoption of the following:
- Adopt a resolution recommending that the City Council approve the Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program for the project, make the required findings; and Adopt a resolution making specific findings and recommending City Council approve the proposed Mills Lane Storm Drain Improvements Project.
- \*This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021, January 11, 2022, January 25, 2022, February 8, 2022, February 22, 2022 and March 8, 2022, regular City Council meetings. This item is being continued again to the March 22, 2022 regular City Council meeting.**
12. OLD BUSINESS
- 12.1. FY 2021/22 Third Quarter Update on the Capital Improvement Program (CIP) 87 - 92
- CEQA Determination: Not a CEQA project  
 Prepared By: Martin Beltran, Management Analyst  
 Recommendation:  
 Discussion and direction to staff.  
[Staff Report - Pdf](#)  
[Public Comment.Tom and Margot Belt](#)
13. NEW BUSINESS
- 13.1. Conduct a First Reading of an Ordinance Adding Chapter 2.76 to Title 2 of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements and Adopt a Resolution Relating to Electronic Filing of Statements of Economic Interests 93 - 100
- CEQA Determination: Not a CEQA project  
 Prepared By: Cindy Tzafoopoulos, City Clerk  
 Recommendation:  
 Introduce first reading and approve by title only and waive further reading.

[Staff Report - Pdf](#)

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

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14.1. | <b><u>March City Council Meetings:</u></b><br><b>3/22 (Staff reports due 3/4)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|       | <b><i>Presentation</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | 3/22 National Library Week Proclamation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|       | <b><i>CONSENT:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|       | 3/22 Professional Service Agreement for Water and Wastewater Rate Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|       | Amendment #5 Napa Water Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|       | 3/22 Award of Contract for MarinIT for IT improvements at the NVC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|       | 3/22 Conduct a Second Reading of an Ordinance Adding Chapter of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements                                                                                                                                                                                                                                                                                                                                                                                |
|       | <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|       | 3/22 Mills Lane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|       | 3/22 Chamber annual update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | 3/22 Water Penalty Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|       | 3/22 Consideration and proposed approval of a resolution: (1) approving Revision No. 3 to City Council Policy P-FI-0016 Financial Policy related to: (a) compliance with GASB Statement No. 98 updating the name, "Comprehensive Annual Financial Report" to "Annual Comprehensive Financial Report", (b) update language related to financing Capital Improvement Projects and (2) repealing and rescinding any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016 Financial Policy, Revision No. 3. |
|       | <b><u>April City Council Meetings:</u></b><br><b>4/12 (Staff reports due 3/25)</b><br><b>4/26 (Staff reports due 4/8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|       | <b><i>Presentation</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | 4/12 12. 4/12 2022 Sexual Assault Awareness Month Proclamation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|       | <b><i>CONSENT:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|       | Review and Feedback of Scope for new Diversity, Equity and Inclusion Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|       | 4/26 Quarterly Grant Report FY22 3RD Quarter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 22, 2022, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on March 3, 2022.



Cindy Tzaopoulos, City Clerk

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

#### **CHALLENGING DECISIONS OF CITY ENTITIES**

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

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

#### **SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1572 Railroad Avenue, St. Helena, California, during normal business hours and by appointment. 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 AB361. 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](https://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](mailto: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](mailto: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.

### **4. Alternative Public Comment Via Telephone by Reservation**

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org), or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

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

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

St. Helena, CA– La Ciudad de St. Helena está comprometida con la participación pública en el gobierno de la Ciudad de manera que sea consistente con la guía proporcionada por el Oficial de Salud Pública del Condado de Napa y la Orden Ejecutiva N-25-20 del Gobernador Newsom. Estas pautas se relacionan con el distanciamiento social y están destinadas a proteger a todos al limitar la propagación de COVID-19 en nuestra comunidad. En cumplimiento de estas pautas, el Ayuntamiento de St. Helena organizará una Reunión del Consejo Virtual sobre Zoom; Una herramienta de teleconferencia gratuita que permite a los usuarios mirar y / o llamar a la reunión

desde sus computadoras o teléfonos. Esta reunión estará abierta al público y permite comentarios públicos en vivo. La reunión también se grabará, se transmitirá en vivo y se publicará en el sitio web de la Ciudad después de la clausura de la reunión si se presentan dificultades técnicas: <https://sthelena.civicweb.net/Portal/>

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

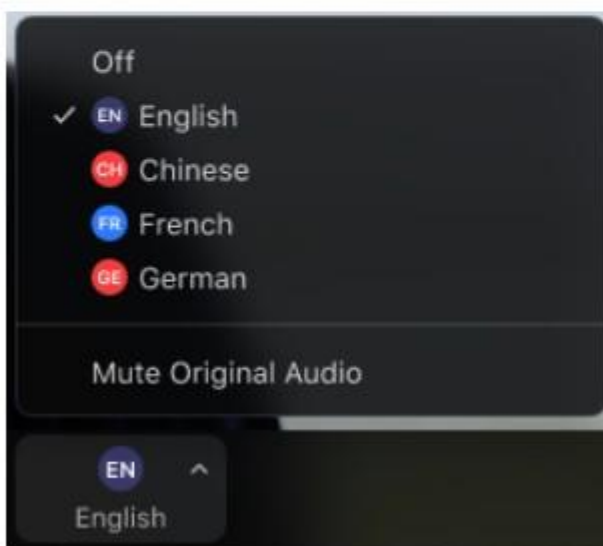
Cómo escuchar la interpretación de un idioma



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



2. Haga clic en el idioma que desee escuchar.



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



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



2. Toque **Interpretación de idiomas**.

3. Toque el idioma que desee escuchar.



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



5. Haga clic en **Finalizado**.

Cómo ver o escuchar las reuniones del Consejo:

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

Vea la reunión del Consejo uniéndose a la reunión Zoom:

1. **Por computadora, tableta o teléfono:**
 - a. Antes de unirse a la reunión virtual del Ayuntamiento, le recomendamos que descargue la aplicación Zoom. Para registrarse en su propia cuenta gratuita, visite zoom.us/signup 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 artículo de la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al día siguiente.

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

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

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

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

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

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

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

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

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

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

Cindy Tzaopoulos

From: Chris Fowler <chris@alanssainthelena.com>
Sent: Tuesday, March 8, 2022 11:12 AM
To: Cindy Tzaopoulos
Subject: [External] PC for March 8 City Council Meeting

Morning Cindy, hope this finds you well. If you could add this to the public comment for tonight's meeting, it would be appreciated.

Best,
Chris

Dear SH City Council,

I am writing this in hopes, if it is not in discussion or in the pipeline already, to encourage you to bring back the "lounge" to the Oak Avenue/Money Way public parking lot as well as Telegraph Alley. Our shop, which happens to be located directly adjacent to the parking lot, was able to witness firsthand the amounts of folks that used the space for casual dining and gathering. And, I hear folks with some regularity, expressing their sadness at its absence.

It was a great addition to downtown...in my opinion.

Chris Fowler

Alan's St. Helena
1310 Oak Avenue
Saint Helena, CA 94574

707.963.9294
Chris@AlansSaintHelena.com

CITY OF ST. HELENA

Proclamation Declaring March 2022

AMERICAN RED CROSS MONTH

Whereas, in times of crisis, people in the City of St. Helena come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross volunteers and donors.

Whereas, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in the St. Helena, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

Whereas, in St. Helena, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours — whether it's providing emergency shelter, food and comfort for families devastated by local disasters like home fires, donating essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease; supporting service members and veterans, along with their families and caregivers, through the unique challenges of military life; helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

Whereas, their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

Now, therefore, be it resolved, that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with my fellow council colleagues, of the City of St. Helena, do hereby proclaim March 2022 as Red Cross Month. I encourage all citizens of the City of St. Helena to reach out and support its humanitarian mission.

March 8, 2022

Geoff Ellsworth, Mayor
City of St. Helena

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, February 22, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

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

Absent: None

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF THE AGENDA**
 - 3.1 Adoption of the agenda

City Clerk Cindy Tzafopoulos noted item 12.3 would be heard prior to the consent calendar.

Vice Mayor Paul Dohring moved to adopt the agenda as amended. 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

- 4. ROLL CALL**
- 5. PUBLIC FORUM:**

No public comment was received.
- 6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB**

Regular City Council
February 22, 2022

1234 REPORTS:

Reports were made by staff and City Council.

Council Member Chouteau shared the following statement:

“With our city manager transition under way, I know we have a collective interest in ensuring the organizational continuity of our small city. We also know we have many critical initiatives on our plate. It is important we help our next city manager be successful by ensuring we have the organization capacity to assist with the delivery of these important projects.

We will need to account the one-time costs associated with the transition to Napa Valley College later this year and also take in consideration compensation adjustments for our staff, since they will not have had an increase to base pay since January 1, 2020.

I am interested in knowing if another council member or council members would support having the staff prepare a financial analysis to determine the cost of an Assistant City Manager position”. Council Member Hall supported.

Vice Mayor Dohring proposed bringing forward a discussion regarding the shortfall of funding on the Vine Trail and also requested the City flag be flown at half-mast beginning February 23, 2022 for one week in honor of previous Mayor Alan Galbraith's late wife Sarah Galbraith. Council Member Hall agreed.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 Proclamation Declaring February 2022 As Black History Month In The City of St. Helena

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 February 8, 2022.

9.2 Consideration and proposed approval of a resolution approving: (1) a temporary closure of Adams Street and Library Lane from Friday, May 20, 2022, at 6:00 p.m. to Sunday, May 22, 2022, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on those public streets for the Neighborhood Community Table Event scheduled for Saturday, May 21, 2022,

Regular City Council
February 22, 2022

from approximately 5:00 p.m. to 9:00 p.m.

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Chantel Delay, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

9.3 January 2022 Review and Forecasting of City Water Supply Availability

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

9.4 Consideration and proposed adoption of a Resolution Authorizing (1) the City Manager to execute Amendment No. 2 to STH Contract: FY2021-077 in the amount of \$258,337, to the Professional Service Agreement with Operational Technical Services for temporary Wastewater Treatment Operators for a total amount not-to-exceed \$459,250; (2) a Wastewater Fund budget increase of \$258,337 to 571-5029-2130; and (3) use of Wastewater Operations Fund balance of \$250,968; (4) the City Manager to execute Amendment No. 3 to STH Contract: FY2021-048 in the amount of \$562,614 to the Professional Service Agreement with Operational Technical Services for temporary Water Treatment Operators for a total amount not-to-exceed \$1,346,104; (5) a Water Fund budget increase of \$562,614 to 561-5034-2130; and (6) use of Water Operations Fund balance of \$562,614

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends adoption of the attached resolution.

Vice Mayor Paul Dohring moved to approve Consent items 9.1 through 9.4.
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 Consideration and proposed adoption of the following:

Regular City Council
February 22, 2022

Adopt a resolution recommending that the City Council approve the Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program for the project, make the required findings; and Adopt a resolution making specific findings and recommending City Council approve the proposed Mills Lane Storm Drain Improvements Project.

***This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021, January 11, 2022, January 25, 2022, February 8, 2022 and February 22, 2022, regular City Council meetings. This item is being continued again to the March 8 22, 2022 regular City Council meeting.**

11. OLD BUSINESS

- 11.1 Place a General Obligation Bond (GO Bond) Measure on the June 7, 2022 Ballot by Holding a Second Reading and Adopting an Ordinance Ordering the Submission of a Proposition to Incur Bonded Indebtedness to the Voters and a Resolution Consolidating the Measure

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

(1) Approve the Second Reading and Adopt the Ordinance by Title Only and Waive Further Reading Ordering the Submission of a Proposition to Incur Bonded Indebtedness to the Voters, and (2) Adopt the Resolution Placing the Measure on the June 7, 2022 Ballot, Requesting Consolidation and Setting Procedural Details

Administrative Services Director April Mitts reported on the item. Special Counsel David Fama addressed the City Council.

No public comment was received.

Council Member Anna Chouteau moved to (1) Approve the Second Reading and Adopt the Ordinance by Title Only and Waive Further Reading Ordering the Submission of a Proposition to Incur Bonded Indebtedness to the Voters, and (2) Adopt the Resolution Placing the Measure on the June 7, 2022 Ballot, Requesting Consolidation and Setting Procedural Details. 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

Regular City Council
February 22, 2022

RECUSE: None

12. NEW BUSINESS

12.1 Fiscal Year (FY) 2021-22 2nd Quarter Finance Report and Consideration of Resolution Approving Mid-Year Budget Adjustments for FY 2021-22

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Staff recommends the City Council receive and file the report and approve a Resolution Approving Mid-Year Budget Adjustments for FY 2021-22.

Administrative Services Director April Mitts reported on the item.

Council Member Hall requested to add the parklet program discussion to an upcoming agenda. Mayor Ellsworth agreed.

No public comment was received.

The report was received and filed.

Council Member Lester Hardy moved to approve a Resolution approving FY21-22 mid-Year Budget adjustments to the General Fund, Water Fund, Wastewater Fund, Public Safety and Equipment Replacement Fund. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12.2 Discussion and Direction Related to Recommended Prioritization of General Plan Climate Action Initiatives

CEQA Determination: Not a CEQA project

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

Recommendation:

Provide discussion on the prioritization of implementing actions.

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

No public comment was received.

Regular City Council
February 22, 2022

It was the consensus of the City Council to have the Climate Action Committee representatives (Mayor Ellsworth and Council Member Chouteau) to further review this list, considering the cost of each item and organizing the list for immediate needs.

12.3 Introduction of Youth Representatives

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

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

Youth Representatives Talia Ricci, Brandon Diaz and Clayton Burton addressed the City Council.

Nancy Dervin, Benjamin Scinto and Gayle Davies addressed the City Council for public comment.

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

13.1	March City Council Meetings:
	3/8 (Staff reports due 2/18)
	3/22 (Staff reports due 3/4)
	<i>Presentation</i>
	3/8 American Red Cross Month
	<i>CONSENT:</i>
	3/8 Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$48,000 for Habitat Management Plan for the Upper York Creek Ecosystem Restoration, City Project No. W-26.
	3/8 Professional Service Agreement for Water and Wastewater Rate Study
	3/8 Review and Feedback of Scope for new Diversity, Equity and Inclusion Committee
	<i>PH or OLD / NEW BUSINESS:</i>
	3/8 Mills Lane
	3/8 Conduct a First an Ordinance Adding Chapter _____ to Title ____ of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements and Adopt a Resolution Relating to Electronic Filing of Statements of Economic Interests

Regular City Council
February 22, 2022

3/8 Chamber annual update
3/8 FY 2021/22 Third Quarter Update on the Capital Improvement Program (CIP)
3/8 Consideration and proposed approval of a resolution: (1) approving Revision No. 3 to City Council Policy P-FI-0016 Financial Policy related to: (a) compliance with GASB Statement No. 98 updating the name, "Comprehensive Annual Financial Report" to "Annual Comprehensive Financial Report", (b) update language related to financing Capital Improvement Projects and (2) repealing an rescinding any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016 Financial Policy, Revision No. 3.

14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:40 p.m.

The February 22, 2022 regular City Council meeting minutes were adopted at the March 8, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special Joint City Council and Planning
Commission Meeting Meeting
Tuesday, February 22, 2022 @ 4:00 PM
465 Main Street, St. Helena

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

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

Absent: None

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ADOPTION OF THE AGENDA

a) Adoption of the agenda

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

Council Member Anna Chouteau moved to adopt the agenda. 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

4 ROLL CALL

5 PUBLIC FORUM:

6 NEW BUSINESS

- a) The purpose of this meeting is to continue the discussion on the Housing Element Update with a specific focus on the draft housing opportunity sites inventory. Staff is looking for feedback from the Planning Commission and the City Council on the housing opportunity sites presented.

Special Joint City Council and Planning Commission Meeting
February 22, 2022

CEQA Determination: Not a CEQA project

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

No formal action is required; staff recommends that the Planning Commission and City Council consider the presentation and provide input on the following:

1. Are there any recommended changes to the proposed sites inventory?
2. Are there any sites that should be added to the sites inventory? If so, why?
3. Are there any sites that should be removed from the sites inventory? If so, why?
4. Confirm the proposed or amended sites inventory and direct staff to proceed with the Housing Element Update.

Senior Planner Aaron Hecock reported on the item. Consulting team Ryan Russel Senior Planner with Rincon Consultants and Ryan Lester Deputy Project Manager of Mintier Harnish presented on the item and Director Brenna Weatherby addressed the Council.

Nancy Dervin, Pat Friday, Rick Crebs, Pat Dell, Mary Stephenson, Gayle Davies addressed the City Council for public comment.

It was the consensus of the City Council for staff to look at potential for a hotel or other commercial development and reduce affordability assumptions at 1480 Main Street. Staff will look at the circulation from 1480 Main Street, 1572 Railroad Avenue and 1500 Main Street as the project progresses. Commissioner Hale will provide the owner contact information for 1998 Spring Street for staff to inquire about their vineyard lease to see if there is potential for future housing. Staff will analyze options to include a portion of Adams Street for housing opportunities.

7 ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 5:32 p.m.

The February 22, 2022 special joint City Council and Planning Commission meeting minutes were adopted at the March 8, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: CONSENT ITEMS

Subject: Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

CEQA Not a CEQA project
Determination:

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended. This allowed City Council and all other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote locations.

The suspension of certain Brown Act provisions was further extended by the Governor on June 11, 2021 through the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

With the Governor's Executive Order expiring at the end of September 2021, the State Legislature adopted Assembly Bill 361. On September 16, 2021, the Governor signed AB 361, which allowed legislative bodies to meet virtually provided there was a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees, subject to certain ongoing findings by the legislative body.

AB 361 also preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. The City already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

The City Council held its first virtual meeting based on the conditions set forth in AB 361 on October 12, 2021. In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within every 30 days of its first meeting under AB 361, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommended measures to promote social distancing throughout the State. Additionally, Napa County Public Health Officer Dr. Karen Relucio has, through a memo dated September 27, 2021, recommended the continuance of virtual meetings at the present time as a means of promoting social distancing in order to minimize the spread and transmission of COVID-19 in Napa County.

It is important to note that AB 361 does not require the City to continue with virtual meetings, but simply gives the Council that option. If at any time the City Council desires to return to in-person meetings, the Council can agendize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings; however, at this time City staff is recommending adoption of the resolution to allow City Council and all other Commission, Committee, and other Brown Act meetings to continue to be held remotely in order to ensure social distancing consistent with the recommendations of State and local officials.

At the September 28, 2021 regular City Council meeting, the City Council had a discussion item and considered whether to meet in person or continue virtual meetings. It was the consensus of the City Council to continue with the Zoom meeting platform until staff is relocated to Napa Valley College.

DISCUSSION

The City Council held its first virtual meeting based on the conditions set forth in AB 361 on October 12, 2021. The City Council reconsidered and adopted findings by resolution to continue meeting virtually on November 23, 2021, December 14, 2021, January 11, 2022 and February 8, 2022. This is being reconsidered on March 8, 2022.

The enclosed resolution makes the necessary findings for the City Council and all subordinate legislative bodies of the City that are subject to the Brown Act to continue with virtual meetings for the time being. City staff will return to the City Council with a resolution every 30 days to allow for the continuance of virtual meetings for so long as Council and staff believes that virtual meetings are necessary.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

ATTACHMENTS

[Resolution AB361](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA MAKING FINDINGS AND
DETERMINATIONS UNDER AB 361 FOR THE
CONTINUATION OF VIRTUAL MEETINGS**

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, and in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact,” defined as being within 6 feet of another under certain circumstances, and Napa County Health Officer Dr. Karen Relucio has recommended that local public agencies refrain from holding in person public meetings, as a means of promoting social distancing; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public and compliance with the recommendations of state and local officials with regard to social distancing; and

WHEREAS, the City Council of the City of St. Helena desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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 has reconsidered the circumstances of the state of emergency.

SECTION 3. As stated in the recitals, state or local officials continue to recommend measures to promote social distancing.

SECTION 4. The City Council and all other legislative bodies of the City of St. Helena who are required to hold public meetings shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3), based upon the findings and determinations hereby made by the City Council.

Approved at a Regular Meeting of the St. Helena City Council on March 8, 2022, 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

Cindy Tzaopoulos

From: TOM BELT <tmbelt@comcast.net>
Sent: Saturday, March 5, 2022 12:35 PM
To: Public Comment
Subject: [External] City Council Agenda Consent Item 10.2

Dear St. Helena City Council Members,

I would like to encourage City Council to resume conducting their meetings as soon as possible in open forum at Vintage Hall like most governmental entities are now doing.

I realize our city has tried hard to conduct its meetings with Zoom, but there have been several meetings where there have been technical difficulties and even instances when citizens have raised their hand in an attempt to comment but were not recognized. I recall one meeting when the Mayor was having technical issues with his computer where a 20 minute delay occurred before the meeting could commence. Additionally, submitting a written letter to public forum is no substitute for being able to stand up at the podium to share one's comments orally with city council, city staff and the public audience.

It comes down to the fact that the CDC has stated 90% of people can go unmasked, Covid illnesses have significantly declined and there is no substitute for conducting governmental meeting with the public present to share their comments in person instead of over a computer or phone.

Thank you,
Tom and Margot Belt



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$48,000 for Invasive Species Management for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)

Prepared By: Martin Beltran, Management Analyst

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

Approved By: James C. McCann, Interim City Manager

BACKGROUND

On June 23, 2020, the City of St. Helena entered into a Construction Agreement with McCullough Construction, Inc. STH Contract: FY 2020-097 for W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project. Construction commenced on June 29, 2020, and was then accepted as complete by the City Council in January 2021. The Project involved the removal of the Upper York Creek Dam and partial removal of the accrued sediments with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (*Oncorhynchus mykiss*), reduce potential for future downstream degradation through the elimination of low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest. McCullough Construction was responsible for the first year of post-construction invasive species control at the project site and hired the local firm Artemis Habitat to perform the work. This work concluded at the end of 2021. Control of invasive plant species at the project site has been complicated by the effects of the Glass Fire.

DISCUSSION

The City requires a range of invasive species removal at the Upper York Creek site during post-construction phases of the project in order to successfully execute the project and comply with the requirements of the permitting agencies. Artemis Habitat (Consultant) has extensive knowledge of the York Creek watershed and a history of assessment and monitoring efforts in York Creek and throughout the greater Napa River Basin. All tasks will be executed according to the requirements outlined in the approved Geomorphic and Restoration Monitoring and Adaptive Management Plan for the Upper York Creek Ecosystem Restoration Project.

Artemis Habitat will perform all tasks in coordination with City staff as well as with project managing consultants EKI Environment & Water, Inc. and WRA, Inc. The Professional Services Agreement includes four treatments in 2022 and four treatments in 2023. The goal is to target non-native invasive (NNI) plants:

- Listed on High and Moderate on the Cal-IPC list
- Mustard, Blackberry, Vinca, Ivy, Metacago, Melilotus and others requested by WRA

FISCAL IMPACT

The City's adopted FY 2021-22 Operations Budget (561-5000-2130) allocated \$120,000 for Upper York Creek Dam Monitoring & Maintenance. The Professional Services Agreement with Artemis Habitat for Invasive Species Management is for an amount not-to-exceed of \$48,000 for 2022 and 2023.

RECOMMENDED ACTION

Staff Recommends City Council Adopt the attached Resolution.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Professional Services Agreement](#)

CITY OF ST. HELENA

RESOLUTION No. 2022 -

Resolution authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$48,000 for Invasive Species Management for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

RECITALS

- A. On June 23, 2020, the City of St. Helena entered into a Construction Agreement with McCullough Construction, Inc. STH Contract: FY 2020-097 on W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project; and
- B. Construction commenced on June 29, 2020, and was then accepted as complete by the City Council in January 2021; and
- C. The Project involved the removal of the Upper York Creek Dam and partial removal of the accrued sediments with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (*Oncorhynchus mykiss*), reduce potential for future downstream degradation through the elimination of low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest; and
- D. McCullough Construction was responsible for the first year of post-construction invasive species control at the project site and hired the local firm Artemis Habitat to perform the work; and
- E. The City requires a range of invasive species removal at the Upper York Creek site during post-construction phases of the project in order to successfully execute the project and comply with the requirements of the permitting agencies; and

- F. The City's adopted FY 2021-22 Operations Budget (561-5000-2130) allocated \$120,000 for Upper York Creek Dam Monitoring & Maintenance; and
- G. The Professional Services Agreement with Artemis Habitat is for an amount not-to-exceed of \$48,000 and includes four treatments in 2022 and four treatments in 2023.

RESOLUTION

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

- 1. Authorizes the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$48,000 for Invasive Species Management for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

Approved at a Regular Meeting of the St. Helena City Council on March 8, 2022, by the following vote:

Mayor Geoff Ellsworth: _____
Vice Mayor Paul Dohring: _____
Councilmember Anna Chouteau: _____
Councilmember Lester Hardy: _____
Councilmember Eric Hall: _____

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Artemis Habitat (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as non-native invasive species removal for the Upper York Creek Ecosystem Restoration Project, CIP W-26.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”** attached hereto and made a part hereof. Total compensation shall not exceed \$48,000.00 unless additional compensation is approved in accordance with Section 2.

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

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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 advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, 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

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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 manner whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Artemis Habitat
 PO Box 254
 Pope Valley, CA 94567

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: James C. McCann

Title: _____

Title: Interim City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh

Title: City Attorney

Exhibit A Scope of Services

The purpose of this work is to remove non-native invasive (NNI) plants to comply with project permits for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project.

The work scope would be:

- Four (4) treatments in 2022, and four (4) treatments in 2023 in the area outlined in yellow in Figure 1 below.
- Targeting non-native invasive (NNI) plants
 - listed on high and moderate Cal-IPC list,
 - mustard, metacago, melilotus and others are requested by WRA
- Goal of no more than 10% cover of NNI within the disturbed areas marked in purple on the map in Figure 1.
- Any herbicide used must
 - Be approved for use in aquatic environments such as Garlon 3A, Rodeo with a non-ionic surfactant such as Competitor) and registered with the CA Dept of Pesticide Regulation
 - Not be used where threatened or endangered species occur (in/near the creek)
 - Be used only on calm days (wind speed less than 5 mph, and not during any rain)

Prices vary depending on area, target species, terrain, accessibility, and timing. Acreage will be calculated using GPS. Artemis Habitat will go over proper safety and control measures prior to start of work.

This bid covers the areas of the property described below:

- The Entire parcel listed above and right of way of Upper York creek within Project area outlined in yellow approximately 19 acres.

Given the difficulty of this site, Artemis Habitat estimate 4-6 days per quarter for the herbicide applications. Artemis Habitat will use a combination of the following Herbicides: Garlon 3A along with Rodeo, and Competitor as a surfactant depending on target. Artemis Habitat will also add a blue dye if desired to the spray to make application areas more visible at an additional \$48/acre. Water will be supplied from an off-site source and mixing done on location. Application will be done with a power hose and backpack sprayer. Artemis Habit will provide a record of wind, time, herbicides used, and acreage applied at completion of treatment. Artemis Habitat will provide any other required and requested records to client.

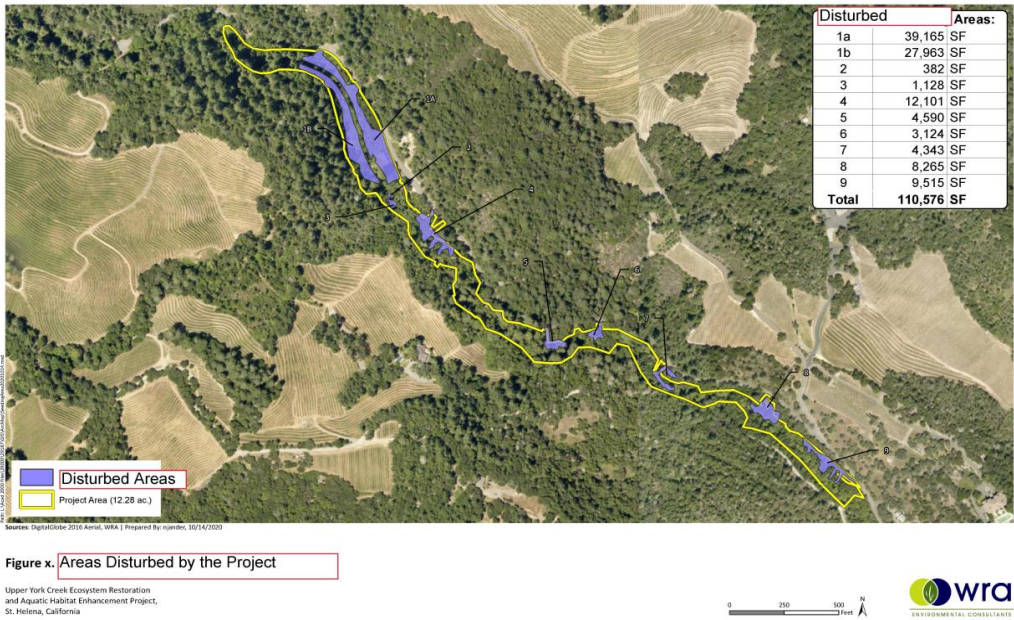


Figure 1. Area of Non-native Invasive Species Treatment, Upper York Creek Ecosystem Restoration Project

**Exhibit B
Compensation**

Total compensation for this agreement shall not exceed \$48,000.00 for the work described under the Exhibit A. Below is a breakdown of the cost:

Total Bid for 2022: \$24,000

Total Bid for 2023: \$24,000

Not Applicable 10% deposit is required prior to start of work to secure this bid and to partially cover herbicides needed.

Billing we be \$8,000 for Quarter one, \$8,000 for Quarter two, \$4,000 for Quarter three, and \$4,000 for Quarter four each year after work is performed for given Quarter.

Artemis Habitat conducts all working procedures in a safe and orderly manner as established by OSHA and California DPR.



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the part-time Casual Worker I classification.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meet the following requirements:

- Has been 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 position.
- Indicates the time base for each pay rate.

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

DISCUSSION

On April 4, 2016, Governor Brown approved Senate Bill No. 3 (SB 3), raising the state's minimum wage from \$10.00 per hour to \$15.00 per hour incrementally over six years beginning January 1, 2017. Since 2017, the City has adjusted the minimum wage for certain positions in compliance with state law.

On January 1, 2022, the California minimum wage increased from \$14.00 per hour to \$15.00 per hour. As a result of the minimum wage increase the classification of Casual Worker I was identified as having a pay step that is below the new minimum wage requirement, as shown below:

Position	Timebase	Step A	Step B	Step C	Step D	Step E
Casual Worker I	Hourly	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02

In order to remain compliant with the state's minimum wage requirement, staff has updated the Casual Worker I payscale. Each step increases incrementally by 5%, therefore the payscale has been adjusted as follows:

Position	Timebase	Step A	Step B	Step C	Step D	Step E
Casual Worker I	Hourly	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23

To ensure that the City remains compliant with its obligation under Section 570.5 staff is presenting the updated pay schedule to City Council to be duly authorized and approved.

FISCAL IMPACT

There are no financial impacts to the budget as the minimum wage increase for January 2022 was considered and included in the adopted FY 2021-22 budget.

RECOMMENDED ACTION

Staff recommends City Council duly approve and adopt the publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for the part-time Casual Worker I classification, and make no other changes to the salary schedule for other classifications.

ATTACHMENTS

[Resolution Casual Worker I Salary Schedule Update](#)
[FY21-22 Salary Schedule Fire Department.Casual Workers.Elected](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-__

Duly adopting and approving publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the part-time Casual Worker I classification.

RECITALS

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. On April 4, 2016, Governor Brown approved Senate Bill No. 3 (SB 3), raising the state's minimum wage from \$10.00 per hour to \$15.00 per hour incrementally over six years beginning January 1, 2017; and
- D. On January 1, 2022, the California minimum wage increased from \$14.00 per hour to \$15.00 per hour; and
- E. The Casual Worker I classification was identified as having a pay step that was below the new minimum wage requirement; and
- F. Staff updated the pay scale with an effective date of January 1, 2022, to remain in compliance with the state's minimum wage requirement.

RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for the part-time Casual Worker I classification contained in Exhibit A is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and
2. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications, and

3. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.

Approved at a Regular Meeting of the St. Helena City Council on March 8, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

Exhibit A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Fire Department (full-time and part-time), Casual Workers (part-time), and Elected Officials

Approved and Adopted March 8, 2022, Revised Casual Worker I - Updated for Minimum Wage Increase Effective January 1, 2022

FY 2021-2022

Position	Timebase*	A	B	Steps C	D	E
<u>Full-time Fire Department Positions</u>						
Firefighter	Annual	55,432	58,204	61,114	64,169	67,378
	Monthly	4,619	4,850	5,093	5,347	5,615
	Hourly	26.65	27.98	29.38	30.85	32.39
Engineer	Annual	58,204	61,114	64,170	67,378	70,747
	Monthly	4,850	5,093	5,347	5,615	5,896
	Hourly	27.98	29.38	30.85	32.39	34.01
Captain	Annual	61,114	64,170	67,378	70,747	74,284
	Monthly	5,093	5,347	5,615	5,896	6,190
	Hourly	29.38	30.85	32.39	34.01	35.71
Assistant Chief	Annual	64,169	67,377	70,746	74,284	77,998
	Monthly	5,347	5,615	5,896	6,190	6,500
	Hourly	30.85	32.39	34.01	35.71	37.50
Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Fire Department Positions</u>						
Firefighter	Hourly	26.65	27.98	29.38	30.85	32.39
Engineer	Hourly	27.98	29.38	30.85	32.39	34.01
Captain	Hourly	29.38	30.85	32.39	34.01	35.71
Assistant Chief	Hourly	30.85	32.39	34.01	35.71	37.50
Fire Marshal ⁽¹⁾	Hourly					47.93
Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Positions</u>						
Casual Worker I	Hourly	15.00	15.75	16.54	17.36	18.23
Casual Worker II	Hourly	15.34	16.11	16.91	17.76	18.65
Casual Worker III	Hourly	19.58	20.56	21.59	22.67	23.80
Casual Worker IV	Hourly	24.98	26.23	27.54	28.92	30.36
Casual Worker V	Hourly	31.87	33.46	35.14	36.89	38.74
Position	Timebase*	A	B	Steps C	D	E
<u>Elected Positions</u>						
Mayor ⁽¹⁾	Annual					3,600
Vice Mayor ⁽¹⁾						
Council Member ⁽¹⁾						
Planning Chairperson ⁽¹⁾	Annual					1,200
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

⁽¹⁾ Positions do not have a pay range.

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



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Green Valley Consulting Engineers for the R19-79 Pavement Restoration Project in an amount not to exceed \$94,740 and authorizing the City Manager to execute the agreement.

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

Prepared By: Martin Beltran, Management Analyst

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

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On June 8, 2021, City Council adopted the Capital Improvement Program (CIP) which included Pavement Restoration, CIP Project No. R22-79. The City of St. Helena requires engineering services to provide plans, specifications, and construction estimates in order to bid the future street improvement project.

DISCUSSION

Green Valley Consulting Engineers provided engineering services for the Capital Improvement Project R19-79 Year 1 and Year 2 Pavement Restoration projects and was asked to provide a proposal for Engineering Services for R22-79 Pavement Restoration project. In accordance with SHMC Title 3, Article 4, Section 3.04.320 Award of professional service contracts based on competence, City staff has determined Green Valley Consulting Services has the appropriate engineering consulting experience required to provide engineering services to develop plans, specifications, and construction estimates for project R22-79 Pavement Restoration project and to ensure work is performed in compliance with City requirements and standards and the project plans and specifications. In addition, Green Valley Consulting Engineers is an approved

consultant through the City's Master Professional Services Agreement (MPSA) list established by the City Council on July 23, 2019 via Resolution No. 2019-87 and have demonstrated a level of experience, competence, and staffing necessary to perform the work satisfactorily. Further, City staff has determined that Green Valley Consulting Engineers has the appropriate pavement restoration project design experience required to prepare a complete set of contract documents that will be necessary to competitively hire a contractor to complete the Fiscal Year 2022/23 projects

The design will include a combination of asphalt concrete overlays, crack sealing, slurry sealing, and/or microsurfacing of various streets within the City of St. Helena. Accessibility improvements to sidewalks and curb ramps will be included as part of the project wherever applicable. The streets identified for pavement maintenance were reviewed and adopted by City Council on December 14, 2021 (Attachment 3), and are all eligible for Measure T and SB1 funding. The City will advertise for bids in late spring of 2022 with construction occurring during the corresponding summer.

The Pavement Restoration project is Categorically Exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

FISCAL IMPACT

The annual Pavement Restoration Project, CIP Project No. R22-79 is included in the FY 2021/22 adopted five-year Capital Improvement Program (Attachment 4). The total design costs allocated is \$120,000. Green Valley Consulting Engineers' total design contract is for an amount not-to-exceed \$94,740. Sufficient funding for the design is available in the approved project budget.

City funds budgeted for this project include General Funds, Gas Tax, Measure T, and Road Maintenance and Rehabilitation Account Funds (SB1).

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution.

ATTACHMENTS

[Attachment 1: Resolution R22-79 Pavement Restoration](#)

[Attachment 2: Professional Services Agreement R22-79](#)

[Attachment 3: R22-79 Street Project List and Map](#)

[Attachment 4: CIP Budget Sheet R22-79](#)

CITY OF ST. HELENA

RESOLUTION No. 2022 -

Resolution authorizing the City Manager to Execute a Professional Services Agreement with Green Valley Consulting Engineers, in an amount not-to-exceed \$94,740 for Pavement Restoration, City Project No. R22-79.

RECITALS

- A. The City of St. Helena requires engineering services in order to provide plans, specifications, and construction estimates for the annual Pavement Restoration Project; and
- B. Green Valley Consulting Engineers provided engineering services for the Capital Improvement Project R19-79 Year 1 and Year 2 Pavement Restoration projects and was asked to provide a proposal for Engineering Services for R22-79 Pavement Restoration project; and
- C. In accordance with SHMC Title 3, Article 4, Section 3.04.320 Award of professional service contracts based on competence, City staff has determined Green Valley Consulting Services has the appropriate engineering consulting experience required to provide engineering services to develop plans, specifications, and construction estimates for project R22-79 Pavement Restoration project and to ensure work is performed in compliance with City requirements and standards and the project plans and specifications; and
- D. The City's adopted Capital Improvements Program allocated \$120,000 in Design Costs for Pavement Restoration Project, CIP Project No. R22-79; and
- E. The Professional Services Agreement with Green Valley Consulting Engineers is for an amount not-to-exceed of \$94,740.

RESOLUTION

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

1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.
2. Authorizes the City Manager to Execute a Professional Services Agreement with Green Valley Consulting Engineers, in an amount not-to-exceed \$94,740 for Pavement Restoration, City Project No. R22-79.

Approved at a Regular Meeting of the St. Helena City Council on March 8, 2022, by the following vote:

Mayor Geoff Ellsworth: _____
Vice Mayor Paul Dohring: _____
Councilmember Anna Chouteau: _____
Councilmember Lester Hardy: _____
Councilmember Eric Hall: _____

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Green Valley Consulting Engineers (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as R22-79 Pavement Restoration FY22 Design/FY 23 Construction.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”** attached hereto and made a part hereof. Total compensation shall not exceed \$94,740 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,

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

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

B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any

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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

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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 manner whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Liz Ellis
 Green Valley Consulting Engineers
 335 Tesconi Circle
 Santa Rosa, California 95401

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: James C. McCann
Title: Interim City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A

“Scope of Services”

Green Valley Consulting Engineers have prepared the following fee and scope for the preparation of an electronic set of plans, specifications and cost estimate(s) associated with the restoration of pavement on various St. Helena streets, as well as the reconstruction of specific pedestrian ramps to bring up to current ADA standards. The streets are part of the approved Measure T list of approved roads.

The City of St Helena is looking for a professional service firm to prepare a complete design package for the repair of pavement on a number of streets as outlined in a spreadsheet prepared by the City. The bid documents are planned to be advertised in early Summer 2022. Associated with the streets are a number of pedestrian ramps that will need to be reconstructed in order to bring them up to grade to current ADA standards.

Scope of Services

Task 1. Site Evaluation and Survey Mapping

Upon being assigned the Project, Green Valley Consulting Engineers will perform site visits to determine the exact scope of survey work needed for preparation of mapping associated with the pedestrian ramp designs. Green Valley will utilize existing mapping that is available for preparation of plans the paving work in order to keep our costs to a minimum. Green Valley does not believe that detailed survey mapping will be needed for the street work.

Green Valley will prepare a summary of the ramps that they feel need to be replaced to bring them to current standards and obtain the City’s concurrence before proceeding with survey work. Most ramps will require detailed grading plans and by default, topographic mapping, due to the critical nature of grades, conform limits, existing features that may need relocated, etc. Green Valley’s initial walk thru of the various streets indicates a minimum of 43 ramps that will be impacted.

Field reviews will also be performed of each street at this time to make a detailed spreadsheet and videos of the existing striping patterns and iron (manhole and valve covers) that will need to be restored after streets are overlaid, or microsurfaced. These videos can be used during the construction/inspection. The field work will be critical as it will identify early in the process any constraints associated with the ramps to be replaced, such as right of way concerns, need for temporary construction easements, grade conforms, etc. Green Valley will obtain relevant background information as available, including base maps, existing record drawings in the ramp vicinity, and information on existing utilities that will need to adjusted to grade or relocated (manhole covers, power poles, etc).

Task 2. Preliminary Plans, Specifications and Cost Estimate

Green Valley Consulting Engineers will prepare preliminary improvement plans that indicate detailed grading plans for those pedestrian ramps to be replaced, detail sheets associated with paving methods to be utilized (edge grind and overlay, microsurfacing), plan sheets and/or exhibits for the various streets to be rehabilitated that indicate project limits, striping and

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pavement markers to be replaced and any other miscellaneous information needed to allow for advertising the projects. If full size plans are created, we will also indicate limits of work, general notes, and preliminary design details. Draft specifications will be provided, and a preliminary cost estimate will be prepared.

The plans will include the replacement of approximately 43 pedestrian ramps at the various intersections per the attached and as listed on the City's exhibits. Minor sidewalk replacement may be needed with the construction of any new ramps.

Task 3. Final Plans, Specifications and Cost Estimate

Green Valley Consulting Engineers will address any comments obtained from the City of St Helena on our previous submittals and prepare final plans and specifications suitable for advertising and construction. It is anticipated that Green Valley may be able to bind the plans as a series of 8.5"x11" exhibits into the specifications.

Final cost estimates will be prepared at this time based on current and relevant bid estimates obtained from similar type projects.

Green Valley will submit final stamped and signed construction documents suitable for advertising at this stage. Plans will have incorporated all utility company comments.

Task 4. Construction Administration

Green Valley Consulting Engineers will assist with the pre-construction phase as requested by the City of St Helena, including attendance at a pre-construction conference and preparation of any addendums for bid purposes. Green Valley is available to perform the CM and inspection including review of payment requests, assist with RFI's, and daily inspection upon request by the City.

Exclusions:

Green Valley Consulting Engineer's scope of work does not include the following services: hydrology/hydraulic report, utility infrastructure design, geotechnical engineering, or any SWPPP preparation or environmental services. Green Valley can gladly provide these services upon request.

Exhibit B
“Compensation”

Green Valley Consulting Engineers based their fee on preparing detailed design of the ramp replacements and using aerial mapping for the preparation of plans for the street rehabilitation. It is difficult to estimate the costs associated with the ramp work as they can vary depending on the level of work needed. Green Valley has assumed an average number of hours per each ramp at this time. With the first being mapping set up for the streets (aerials proposed at this time), and a brief memo outlining the work needed on pedestrian ramps. Depending on the field survey, the fee would increase to allow for the detailed engineering needed for ramp replacements. Green Valley is extremely flexible on our approach to this project and will take the City's lead in how to approach the plan set up.

The work described under the Exhibit A will be billed on a time and materials basis. Total compensation for this agreement shall not exceed \$94,740. Included is a breakdown of the estimated hours and fees.



CITY OF ST. HELENA
 City Streets Pavement Restoration
 Estimated Hours and Fees
 Green Valley Consulting Engineers
 February 14, 2022

ESTIMATED DESIGN FEES

TASK NUMBER	DESCRIPTION	PROPOSED HOURS						Direct	Task Total
		PM/PE	Design	Survey	Cad	Admin	Subtotal	Costs	Fees
		\$180	\$150	\$240	\$135	\$80			
Task 1	Site Evaluation and Topo for Curb Ramp Design	4	8	64	64	4	\$26,240	\$ 200	\$26,440
Task 2	Preliminary Plans, Specifications and Estimate	30	100		100	16	\$35,180	\$ 60	\$35,240
Task 3	Final Plans, Specifications and Estimate	40	60		60	8	\$24,940	\$ 100	\$25,040
Task 4	Bid Assistance	12	20		20	2	\$8,020		\$8,020
SUBTOTAL									
Total Hours		86	188	64	244	30			

Direct costs are for printing and misc. expenses

Estimated Design Fee Total **\$94,740**

FY 2022/23 Measure T Project List

CIP Project Number	Fiscal Year	Project Scope	Project Phase	Location (intersection, mile marker, length of alignment)
R22-79	2022/23	2" AC OL w/Fabric	Design/Construction	June Lane - Hunt Ave to Chiles Ave, 245'
R22-79	2022/23	2" AC OL w/Fabric	Design/Construction	Stockton Street - Adams St to Tainter St, 447'
R22-79	2022/23	2" AC OL w/Fabric	Design/Construction	Stralla Court - Pope St to End (S), 90'
R22-79	2022/23	2" AC OL w/Fabric	Design/Construction	Voorhees Circle - Mitchell Dr (E) to Mitchell Dr (W), 915'
R22-79	2022/23	2.5" AC OL w/Fabric	Design/Construction	Railroad Avenue - Hunt Ave to Adams St, 530'
R22-79	2022/23	2.5" AC OL w/Fabric	Design/Construction	Valley View Street - Birche Ave to 315' N/O Grayson Ave, 932'
R22-79	2022/23	2.5" AC OL w/Fabric	Design/Construction	Valley View Street - Spring St to Birche Ave, 1,043'
R22-79	2022/23	2" AC OL	Design/Construction	Library Lane - Adams St to End (N), 460'
R22-79	2022/23	2" AC OL	Design/Construction	Pope Street - Starr Ave to Peppertree Cir, 575'
R22-79	2022/23	MicroSurfacing	Design/Construction	Chiles Avenue - Signorelli Cir to End (E), 530'
R22-79	2022/23	MicroSurfacing	Design/Construction	Tainter Street - Stockton St to Kearney St, 710'
R22-79	2022/23	MicroSurfacing	Design/Construction	Tainter Street - Kearney St to Oak Ave, 390'
R22-79	2022/23	MicroSurfacing	Design/Construction	Tainter Street - Allyn Ave to Stockton St, 740'
R22-79	2022/23	Reconstruct Structure (AC)	Design/Construction	Oak Avenue - Adams St to Adams St (intersection), 65'
R22-79	2022/23	Reconstruct Structure (AC)	Design/Construction	College Avenue - Pope St to Pvmt Change, 874'
	2022/23	Street Maintenance Program: Pothole Patching	Construction	Various locations as needed



Pavement Restoration FY22 Design/FY 23 Construction

Project No: R22-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

Design FY 22

Construction FY 23

EXPENDITURE ACCOUNTS: Fund: 741 Dept: 5014

EXPENDITURES								PROJECT TOTAL
	Total YTD 05/11/21		2021-22	2022-23	2023-24	2024-25	2025-26	
3110 - Design			120,000					120,000
3150 - Construction Management				120,000				120,000
3160 - Construction Contract				800,000				800,000
3170 - Contingency				80,000				80,000
EXPENDITURE TOTALS			120,000	1,000,000				1,120,000
FUNDING SOURCES								
230-Gas Tax - RMRA/SB1			120,000					120,000
240-Measure T				1,000,000				1,000,000
FUNDING TOTALS			120,000	1,000,000				1,120,000



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: OLD BUSINESS

Subject: FY 2021/22 Third Quarter Update on the Capital Improvement Program (CIP)

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: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena's five-year Capital Improvement Program (CIP) is a multi-year planning instrument that guides the construction of new facilities/infrastructure and the expansion, rehabilitation, or replacement of existing City-owned assets. The adopted CIP becomes the guiding document for the prioritization of projects, provides projected programming, and provides estimated costs over a five-year period; however, CIP budget expenditures are adopted for a single year only.

The information included in the adopted CIP is based on current information available and it is updated annually to reflect changing priorities, updated costs, funding availability, and project completion. A new five-year CIP is submitted to City Council annually with recommended projects, adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the five-year CIP does not commit the City to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Implementation of the City's General Plan
- Availability of funding
- Minimizing disruptions associated with construction activity

- City Council direction

The CIP is developed from numerous sources, including a review of on-going projects, active grant applications and opportunities, requests from Council and the community, regulatory mandates, and the numerous conditions reports, studies, and workgroups that include evaluations and prioritizations of infrastructure needs. The needs are balanced with available funding and priority projects are typically funded early in the five-year program, if funding permits. The list of projects/needs far exceeds the available funding in the five-year period, and, as such, staff maintains a list of unfunded projects for consideration in subsequent years.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water.

DISCUSSION

The third quarter (Q3) report (Attachment 1) summarizes the status of the various projects in the FY 2021/22 City of St. Helena Capital Improvement Program (CIP). As of March 2, 2022, there are 38 active CIP projects to report, with 5 CIP projects recently completed or completed prior to the beginning of FY2020/21.

Projects are categorized by Type and Status, as identified below.

TYPE	STATUS (DETAILS PROVIDED BELOW)
Civic Projects	Scoping
Street Projects	Planning
Wastewater Projects	Design/Permit/Environmental
Water Projects	Bid
	Construction/Procurement
	Shovel Ready/Awaiting Funds
	Project Delay

Scoping

This phase covers project definition and budgeting.

Planning

Proposals are sought from Consultant firms to develop a scope of services and estimated project costs.

Design/Permit/Environmental

Planning and design work for the project has started. This may include reviewing and editing the project scope, conducting feasibility studies, permitting, interdepartmental or

interagency coordination, acquiring land for a construction project, etc. It is feasible the project may still be in this phase during the project solicitation (Bid) process.

Bid

Design plans, construction specifications, and engineer's estimates (PS&E) have been completed for bid solicitation.

Construction/Procurement

During this phase City staff will enter into negotiations, conduct value engineering, settle contractual details, and solidify funding for the project. Once a Notice to Proceed (NOP) is issued the contractor takes possession of the site and can initiate construction. This phase can include purchasing of project materials that can be provided by a contractor or the City.

Shovel Ready/Awaiting Funds

These are projects that are awaiting funding for construction. Identifying funds can be from several sources including, but not limited to, grants, loans, fund balance, and/or user fees. Each year, a list of 'unfunded projects' is included with the CIP. These are projects where the need has been established but the funding has not been identified.

Project Delay

Projects can be delayed for a variety of reasons including, but not limited to, the time of the year (season), supply chain delays, increased costs without identified funding, other competing projects, and issues related to design, property acquisition, and/or CEQA. Projects may also be delayed due to staffing shortages and project re-definition/re-scoping.

FISCAL IMPACT

There is no fiscal impact associated with this CIP Update, this report is solely for informational purposes.

RECOMMENDED ACTION

Discussion and direction to staff.

ATTACHMENTS

[Attachment 1: FY2021/22 3rd Quarter CIP Update](#)

CITY OF ST. HELENA CAPTIAL IMPROVEMENT PROGRAM (CIP) SCHEDULE FOR FY21/22

LEGEND

Scoping

Planning

Design/Permit/Environmental Bid

Construction/Procurement

Shovel Ready/Awaiting Funds

Project Delay

X Construction Complete and/or Notice of Completion

➡ Goes into next Fiscal Year

Text Completed Project

						FY 21/22 CIP SCHEDULE											
CIVIC PROJECTS (BUILDINGS AND PARKS)						JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
1	C18-83	ADA Transition Plan - Facilities	\$450K	25%	Design-Construct												➡
2	C19-03	Crane Park Lighting Improvements	\$400K	85%	Construct												➡
3	C20-04	Baldwin Park Fence Repair	\$90K	90%	Construct												
4	C20-06	Emergency Back-up Power	\$650K	85%	Construct								X				
5	C21-01	Public Works Corporation Yard Fuel Tank	\$300K	100%	Construct		X										
5	C21-01	PSPS Emergency Back-Up Power	\$350K	100%	Design - Construct												
7	C22-02	Replace Playground Equipment and Fence at Crane Park	\$250K	100%	Awaiting Grant												➡
STREET PROJECTS																	
8	R18-81	Downtown Sidewalk Improvements	\$6.5M	45%	90% Design												➡
9	R19-01	Stormwater Master Plan	\$100K	20%	Complete Study												
10	R19-03	Sulphur Creek Erosion Repair	\$145K	55%	Construct												
12	R19-05	Grayson and South Crane Rehabilitation (Design Only)	\$265K	50%	65% Design												➡
13	R19-07	Silverado Trail Guardrail Replacement	\$560K	100%	100% Design												➡
14	R19-79	Year 2 Pavement Restoration	\$1.2M	100%	Construct								X				
15	R20-01	Mitchell Drive to Sulphur Creek Storm Drain	\$250K	0%	Design-Construct												➡
16	R20-02	Mills Lane Storm Drain	\$6.7M	98%	Design/Permit												➡
18	R21-02	Pratt and Elmhurst Crosswalk Improvements on Main Street/Highway 29	\$220K	90%	Design-Construct												➡
19	R21-04	Pope Street Crosswalk Improvements on College Avenue	\$185K	90%	Design-Construct												➡
20	R22-01	Spring Street Bike Lane Striping	\$31K	100%	Construct												➡
21	R22-79	Pavement Restoration FY22 Design/FY 23 Construction	\$1.1M	10%	Design												➡
WASTEWATER PROJECTS																	
22	S-52	WWTRP Upgrades Phase 1	\$16M	90%	Design-Construct												➡
23	S18-70	Replace 1% Sewer Mains Annually	\$750K	20%	Design-Construct												➡
24	S18-71	Crinella Pump Station Upgrade	\$1.1M	0%	Design-Construct												➡
25	S18-73	Wet Weather Flow Monitoring	\$50K	0%	Design												➡
26	S21-01	Phase I WWTP Recycled Pipeline and Pump Station	\$130K	100%	Design												➡
WATER PROJECTS																	
28	W-80	Dwyer Road Booster Station	\$2.5M	100%	Awaiting Grant												➡
29	W-85	Bell House Valve Replacement	\$575K	100%	Design-Construct												➡
30	W-86	Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)	\$3.2M	0%	Construct												➡
31	W-91	Bell Canyon Creek Inflow	\$495K	5%	Design-Construct												➡
32	W-101	Tank 2 Rehabilitation	\$750K	95%	Design-Construct												➡
33	W-106	Pump Station Upgrades—Crystal Springs Booster Station	\$210K	40%	Design-Construct												➡
34	W-108	Lower Reservoir Dam Rehabilitation	\$240K	10%	Design												➡
35	W-109	Bell Canyon Intake Tower Replacement	\$3.6M	90%	65% Design Report												➡
36	W-110	Rutherford Pump Upgrade	\$550K	90%	Design												➡
37	W18-111	WTP Condition Assessment	\$160K	100%	Study												➡
38	W18-113	SCADA Improvements - Rutherford and Holmes	\$160K	0%	Construct												➡
39	W18-115	Remove Restriction at Rutherford Pump Station	\$160K	100%	Investigate												➡
42	W20-01	Bell Canyon Spillway Repairs	\$105K	100%	Design-Construct												➡
43	W21-01	Kearney and Andrea Water Main Replacement	\$495K	90%	100% Design												➡

To: St Helena City Council Members

March 8, 2022

Subject: City Council Agenda Item 12.1

Dear City Council Members,

Currently, anyone paying attention to St. Helena's water situation is aware the city has a large number of expensive water capital improvement projects that have been deferred for far too long. In response to this claim, it has been said one of the reasons St. Helena has had difficulty completing its water projects is because for 20 or more years the city has not increased its water rates high enough.

In response to this reasoning, it is important to recall St. Helena has conducted three separate utility rate studies during the last 16 years. One in 2006, one in 2011, and the last in 2016 that was revised in 2017. And, in conformity with the rate specialist's recommendations, St. Helena has raised its water rates 445% since January of 2011. The problem is, even with all these rate studies and rate increases, St. Helena's Water Enterprise is still lacking the revenue to complete several necessary water projects, some of which are over a decade old.

According to St. Helena's website, the following is the purpose for conducting a utility rate study:

- * Identify the true cost to deliver water to the City's different customers,
- * Determine the funding needed over the next 5-10 years to operate and maintain the utility systems,
- * Create adequate revenue to fund the Capital Improvement Program,
- * Ensure costs are allocated equitably for all customer classes,
- * Establish appropriate rate schedules for 5 years,
- * Meet all legal requirements for water and wastewater rates.

Obviously creating adequate revenue to fund the Capital Improvement Program has failed and many water customers would argue that costs have not been allocated equitably for all water customer classes.

Tonight, City Council is reviewing city staff's 2021-2022 Third Quarter Report for the City's Capital Improvement Program including a chart projecting completion dates for Civic, Street, Wastewater, and Water projects. In the interest of brevity, let's focus on the list of water capital improvement projects.

1. Of the 13 water projects listed on the City's quarterly report, all completion dates have been extended until or beyond fiscal year 2022-23
2. The Bell House Valve Replacement Project was originally listed for completion during both the 2011 & 2016 Utility Rate Studies (URS).
3. The Bell Canyon Creek Inflow Project was originally listed on the 2016 URS and scheduled for completion in 2018.
4. The Rutherford Pump Station Upgrade Project was originally listed in the 2011 & 2016 URS and scheduled for completion in 2020.
5. The Bell Canyon Intake Tower Project was originally listed in the 2011 & 2016 URS and scheduled for completion in 2018.

6. The Water Treatment Plant Condition Assessment Project was originally listed on the 2016 URS and scheduled for completion in 2021.
7. The SCADA Improvements Project was originally listed on the 2016 URS and scheduled for completion in 2020.
8. Removing Restrictions at the Rutherford Pump Station was originally listed on the 2016 URS and scheduled for completion in 2018-19
9. The Spring Mtn Pressure Zone Project was listed on both the 2011 & 2016 URS.

One of the most needed and longest deferred water capital improvement projects is missing entirely from the list. That project is: "Completing the Bell Canyon Reservoir Improvements". This project would dredge our main reservoir to return its storage capacity to its original design capacity and has been on the City's CIP list since 2011. After experiencing the last two drought years and water rationing, the importance of this project cannot be over emphasized.

Additional deferred projects excluded from the list are: "Replacing main water lines less than 6" in diameter" and "Replacing 1% of water mains per year". Then there's the main water line running from Rutherford to St. Helena which has required leak repairs several times in past months. We've been told it is collapsing.

It would be easy to conclude something is wrong with the way our city has been managing its water enterprise. How can following the recommendations of three utility rate specialists over 16 years still leave our city unable to complete decade's old badly needed water capital improvement projects? And now the city is in the process of undertaking another utility rate study.

If the past is any indication of the future, raising water rates alone is not the only answer for completing water enterprise projects. Perhaps it is time, not only to increase water rates again, but also to improve the City's oversight over its Water Enterprise.

Respectfully submitted,

Tom and Margot Belt



Report to the City Council
Regular City Council - 08 Mar 2022

Agenda Section: NEW BUSINESS

Subject: Conduct a First Reading of an Ordinance Adding Chapter 2.76 to Title 2 of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements and Adopt a Resolution Relating to Electronic Filing of Statements of Economic Interests

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafoopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The Political Reform Act of 1974 requires the filing of specified statements, reports and other documents. Under the Act, a local government agency may require these filings to be made online or electronically with the local filing officer (the City Clerk). With the enactment of more recent legislation, AB2452 and AB2151, the Act requires the local filing officer to make all data available on the internet in an easily understood format that provides the greatest public access within 72 hours of the filing deadline.

Historically, City Council candidates and campaign committees have filed paper copies of required campaign statements and reports. Once filed, the documents are made available for review by the public. The City Clerk's Office spends a significant amount of staff time to make such paper filings readily available and posted online which requires further handling.

Public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process. Nevertheless, these values require staff resources to implement. As a means to more cost-effectively maintain the

public trust, the City contracted with CampaignDocs by Granicus for installation of two electronic programs for on-line submittal and posting of Fair Political Practices Commission (FPPC) forms related to Conflict of Interest (i.e. Form 700s) and Campaign Disclosure documents (i.e. Form 460s). Both programs have been installed and are operational, however, there is one remaining authorization necessary by Council in order to make these filings fully electronic.

DISCUSSION

Pursuant to California Government Code Section 84615, the City Council must officially adopt an Ordinance memorializing their approval to require and authorize complete electronic signature and submission of electronic campaign disclosure forms. Tonight's action is the first of a two-step process to implement electronic filing.

The purpose of the proposed Ordinance is two-fold: 1) to require online electronic filing of campaign statements, and, 2) to require online reporting of contributions and independent expenditures with electronic signature related to elections of candidates for City Council and/or the qualification or passage of local ballot measures within the City. These filings are required under the Political Reform Act (GC 84200 et. sec.), either electronically or in paper format. This Ordinance ensures filings will be available electronically as a more cost-effective use of staff resources. The electronic filing system will operate securely and effectively and will not unduly burden filers. Also, requiring electronic filing versus paper filings will ensure the City Clerk's office meets the 72-hour posting requirement.

The proposed ordinance pertains specifically to the campaign finance component of the CampaignDocs by Granicus system, and will only apply to those filers that exceed a threshold of \$2,000 for expending or receiving campaign funds, or another amount as established under the Political Reform Act. This section reflects Senate Bill No. 1329 (2017-2018 Reg. Sess.), which updates applicable thresholds to \$2,000 effective when "the Secretary of State certifies an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602 of the Government Code." This threshold is also consistent with the Act, which recognizes campaigns that spend or raise more than \$2,000 as "Controlled Committees." Under the Act, these types of committees are obligated to file detailed campaign finance disclosure statements, also known as Form 460s. For those smaller campaigns that do not exceed the \$2,000 threshold, they may continue to file paper versions of the Form 470 disclosure forms. That being said, it should be noted that the CampaignDocs by Granicus system is able to accommodate the online filing of several types of required forms by the FPPC, including Forms 460, 470, 496, and 497, which are the most commonly used in St. Helena's local election campaigns.

The CampaignDocs by Granicus system is created specifically for cities and counties responsible for administering campaign finance filings and Statements of Economic Interest, meets the requirements of the Secretary of State, and allows for electronic and paperless filing of campaign statements.

The City Clerk's office has already been requesting City of St. Helena's Statement of Economic Interest (Form 700) filers to file electronically through the eDisclosureDocs by Granicus system. State law does not require the City adopt an ordinance before mandating Form 700s be filed electronically. Rather, this is accomplished through changes to internal procedures. With the transition to electronic filing of Campaign Disclosure Statements through the Ordinance in front of Council, the City Clerk's office also intends to require all future reports and other documents filed on behalf of Statement of Economic Interest filers be filed electronically. The City Clerk is currently responsible for the annual filing of all Form 700s, which include the City Council, Planning Commission, City Manager, City Attorney, City Clerk, Treasurer, designated City employees and designated consultants. Form 700s occasionally need amendments or are submitted incomplete or without marked schedules attached. The Form 700 electronic filing incorporates an initial review process and alerts the filer of errors at the time he or she is entering information, thereby minimizing the need for the City Clerk to request amendments. Transitioning to electronic filing will substantially reduce staff burdens on the City Clerk's office.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Introduce first reading and approve by title only and waive further reading.

ATTACHMENTS

[E-Filing Ordinance](#)

[E-Filing Resolution](#)

ORDINANCE 2022-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, ADDING
CHAPTER 2.76 TO TITLE 2 OF THE ST. HELENA MUNICIPAL CODE RELATING TO
ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND
STATEMENTS OF ECONOMIC INTEREST**

THE CITY COUNCIL OF THE CITY OF ST. HELENA DOES ORDAIN AS FOLLOWS:

SECTION 1. Purpose and Authority.

The purpose of this Ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants, or committees to be completed electronically. The City Council enacts this Ordinance in accordance with the authority granted to cities by state law. This ordinance is intended to supplement, and not conflict with, the Political Reform Act.

SECTION 2. Findings.

The City Council of the City of St. Helena finds and determines as follows:

- A. That California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee, required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.
- B. In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the City, the filer is permitted, but not required, to file a copy electronically;
- C. The City Clerk's web-based system contains multiple safeguards to protect the integrity and security of the data, will operate securely and effectively, and will not unduly burden filers; and
- D. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.
- E. The e online or electronic filing system to be established pursuant to this ordinance will operate securely and effectively and will not unduly burden filers.
- F. This Ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment, either directly or ultimately. In the event that the Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility to have a significant effect on the environment.

SECTION 3. Addition:

St. Helena Municipal Code 2.76, "Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest," is hereby added to read as follow:

2.76.010 Definitions

For the purposes of this chapter, the following words, terms and phrases shall be defined as follows:

- A. "Electronic filing system" means a system established by the City Clerk pursuant to Section 84615 of the Government Code for electronic filing of statements, as defined herein.
- B. "Filer" means any elected officer, candidate, committee, or other person required to file statements, as defined herein.
- C. "Statements" shall mean any statements, reports, or other documents that filers must file in accordance with Chapter 4 of the Political Reform Act (Government Code Section 84100, et seq.).

2.76.020 Electronic Filing System.

- A. Pursuant to Government Code section 84615, the City Clerk may establish an electronic filing system.
- B. The electronic filing system shall meet the following requirements:
 - 1. Comply with all requirements set forth in Section 84615 of the Government Code.
 - 2. Ensure the integrity of data transmitted, including by establishing safeguards against efforts to tamper with, manipulate, alter, or subvert data.
 - 3. Accept filing in the standardized record format developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code, compatible with the Secretary of State's system for receiving an online or electronic filing.
 - 4. Include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

2.76.030 Required Online Filing.

- A. Upon establishment of an electronic filing system by the City Clerk pursuant to Section 2.76.010(A), each filer shall file statements using the City Clerk's electronic filing system according to procedures established by the City Clerk. Notwithstanding the preceding sentence, filers are exempt from these requirements if they received less than \$2,000 in contributions and made less than \$2,000 in expenditures, or another amount as established by the Political Reform Act. in a calendar year.
- B. Filers who have electronically filed a statement using the City Clerk's electronic filing system is are not required to file copies in a copy of that document in paper format with the City Clerk.
- C. Filers shall file statements in paper format with the City Clerk if the electronic filing system is not capable of accepting a statement for any reason.
- D. The electronic filing system shall allow filers to complete and submit statements free of charge.

2.76.040 Availability of Statements for Public Review; Record Retention.

- A. The City Clerk shall make available on the City's website all data filed pursuant to this Chapter in an easily understood format that provides the greatest feasible public access. Data shall be made available free of charge and as soon as possible after receipt.
- B. Data made available on the City's webpage shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. A complete, unredacted copy of the statement shall be made available to any person upon request to the City Clerk's office.
- C. The City Clerk's office shall maintain online or electronic statements in compliance with State law and the City's adopted Retention Schedule.

SECTION 4. Effective Date.

This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 5. Severability.

If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provision or application and to this end each phrase, section, sentence, or word is declared to be severable.

SECTION 6. Certification

The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of St. Helena on this _____ day of _____, 2022, after being first read at a Regular Meeting on the _____ day of _____, 2022.

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk

CITY OF ST. HELENA
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA,
CALIFORNIA APPROVING THE REQUIREMENT OF ELECTRONIC AND
PAPERLESS FILINGS FOR FPPC STATEMENT OF ECONOMIC INTERESTS
(FORM 700)

RECITALS

WHEREAS, the Political Reform Act of 1974 requires the filing of specified statements, reports and other documents; and

WHEREAS, under the Act, a local government agency may require these filings to be made online or electronically with the local filing officer (the City Clerk); and

WHEREAS, the City has adopted Ordinance # 2022-____, relating to the required filing of electronic and paperless filing of Campaign Disclosure Statements and supported the same for Statements of Economic Interest; and

WHEREAS, electronic and paperless filing of these statements will save valuable staff resources while providing greater transparency and public access; and

WHEREAS, the City has contracted with CampaignDocs and eDisclosureDocs by Granicus, system is created specifically for cities and counties responsible for administering campaign finance filings and Statements of Economic Interest, meets the requirements of the Secretary of State, and allows for electronic and paperless filing of campaign statements and Statements of Economic Interest.

RESOLUTION

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of St. Helena that beginning March 9, 2022 all Statements of Economic Interests will be filed electronically and paperless using the City Clerk's electronic filing system.

PASSED AND ADOPTED at a Regular Meeting of the City Council on March 8, 2022.

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 Tzaopoulos, City Clerk