



**City of St. Helena
Regular City Council Meeting
Tuesday, May 24, 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.

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

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/89574615962>

Or One tap mobile :

US: +16699006833,,89574615962# or +12532158782,,89574615962#

Or Telephone:

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

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

Meeting ID: 895 7461 5962
International numbers available:
<https://us02web.zoom.us/j/kdgg8ptoCF>

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

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

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

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 .

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/> .

Habrà traducción en español durante la junta

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

<https://us02web.zoom.us/j/89574615962>

O por iPhone one-tap:

US: +16699006833,,89574615962# or +12532158782,,89574615962#

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

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

ID de la Reunión: ID: 895 7461 5962

International numbers available:

<https://us02web.zoom.us/j/kdgg8ptoCF>

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

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1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Estimated start time: 6:02 p.m.

4. ADOPTION OF THE AGENDA

Estimated start time: 6:05 p.m.

5. PUBLIC FORUM:

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

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

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

6.1. Report out of Closed Session by Ethan Walsh, City Attorney

7. CONSENT ITEMS

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

Estimated start time: 6:30 p.m.

- 7.1. Consideration and proposed approval of Regular Meeting Minutes of April 26, 2022 and May 10, 2022 and Special Meeting Minutes of April 5, 2022 and May 17, 2022. 15 - 37
- CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaopoulos, City Clerk
Recommendation:
Approve
[04-05-2022 Special City Council - Minutes](#)
[04-26-2022 Regular City Council - Minutes](#)
[05-10-2022 Regular City Council - Minutes](#)
[05-17-2022 Special City Council Budget Workshop - Minutes](#)
- 7.2. Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute an Agreement Between the City of St. Helena and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy for the Provision and Maintenance of Advanced Network (Data) Services for the St. Helena Public Library 39 - 49
- CEQA Determination: Not a CEQA project
Prepared By: Chris Kreiden, Library Director
Recommendation:
Staff recommends the City Council adopt the resolution authorizing the City Manager to execute the agreement between the City of St. Helena and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy for the provision and maintenance of advanced network services for the Library.
[Staff Report - Pdf](#)
- 7.3. Consideration and approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23 and the Selection of Current Year Adjustment Factors 51 - 61
- CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2022-23.
[Staff Report - Pdf](#)
- 7.4. Consideration and Recommended Approval of a Resolution Amending the Existing Two-year Agreement with the Housing Authority of the City of Napa to Provide Contract Housing Authority Services for an Amount not-to-exceed \$114,000 for the Two-year Period starting July 1, 2022. 63 - 77
- CEQA Determination: Exempt
Prepared By: Maya DeRosa, Planning & Building Director
Recommendation:

Staff recommends City Council approve the Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not-to-exceed \$114,000 to continue their services as the contract housing authority for the City of St. Helena.

[Staff Report - Pdf](#)

- 7.5. Consideration and proposed adoption of a resolution adopting a list of project for Fiscal Year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017. 79 - 83

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Adopt a resolution adopting a list of projects for fiscal year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017.

[Staff Report - Pdf](#)

- 7.6. April 2022 Review and Forecasting of City Water Supply Availability 85 - 89

CEQA Determination: Exempt

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

- 7.7. Consideration and proposed adoption of the following: (1) Resolution approving Change Order #1 and Change Order #2 totaling \$54,840 to the Construction Contract with Got Power doing business as CD & Power STH Contract: FY2021-094 for Emergency Back-up Power Project C20-06 for a total not-to-exceed amount of \$340,595.25 and (2) Resolution accepting the work and final project construction costs of \$340,595.25 and directing the filing of the Notice of Completion for CIP Project C20-06 Emergency Back-up Power 91 - 107

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

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt the two attached resolutions.

[Staff Report - Pdf](#)

- 7.8. Consideration and Proposed Approval of a Resolution Authorizing: 109 - 126

(1) Job Classifications, Job Descriptions, and Salary Scales for the following positions: Assistant City Manager and Treatment Plant Manager; and

(2) The Addition of Three Full-Time Equivalent Positions Effective Immediately as follows: (a) Assistant City Manager, (b) Management Analyst/Senior Management Analyst for the Administrative Services

Department, and (c) Treatment Plant Operator. (Staff report forthcoming
Provided 5-22-22)

CEQA Determination: Not a CEQA project
Prepared By: James C. McCann, Interim City Manager
Recommendation:
Approval of the attached resolution.
[Staff Report](#)

8. PUBLIC HEARINGS

- 8.1. Discussion of potential activities and projects for inclusion in the 2022 Community Development Block Grant (CDBG) Applications. 127 - 165

Estimated start time: 6:35 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Provide direction on the activities and projects to be considered for funding under the 2022 Community Development Block Grant program.
[Staff Report - Pdf](#)
[FY22 NOFA Potential CDBG Projects](#)

- 8.2. Consideration and Proposed approval of a Resolution adopting Saint Helena Police Department Policy 707 "Military Equipment" as required by AB148 for the Funding, Acquisition, and Use of Military Equipment 167 - 190

Estimated start time: 6:45 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Recommend Approval of a Resolution Adopting the Saint Helena Police Department Policy 707 "Military Equipment".
[Staff Report - Pdf](#)

9. OLD BUSINESS

- 9.1. Discussion and Appointment of Candidates to the Water and Wastewater Rate Study Advisory Committee. 191 - 215

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaopoulos, City Clerk
Recommendation:
Staff recommends adopting a resolution appointing applicants to the Water and Wastewater Rate Study Customer Advisory Committee.
[Staff Report - Pdf](#)

- 9.2. Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings and Discussion and Direction Regarding In-Person Meetings 217 - 225

Estimated start time: 7:10 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Approve the Attached Resolution Making Findings and Determinations Under AB 361 and Consider Remaining in a Virtual Environment.

[Staff Report - Pdf](#)

[Public Comment.Tom Belt](#)

10. NEW BUSINESS

- 10.1. St. Helena Annual Chamber of Commerce Report 227 - 290

Estimated start time: 7:20 p.m.

CEQA Determination: Not a CEQA project

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

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

[Public Comment.Ahren Trumble](#)

[Public Comment.KC Garrett](#)

[Public Comment.Linzi Gay](#)

[City Presentation 2021-2022 Updated](#)

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

- 11.1. Provided prior to the meeting.

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 14, 2022, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on May 20, 2022. Republished May 22, 2022



Cindy Tzafopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by

Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 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 and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.
2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: <https://zoom.us/join> and enter the **Meeting ID**
3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
4. For specific instructions for your device, go to: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

1. Listen Only by Telephone:

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

Ways to Provide Public Comment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, 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.

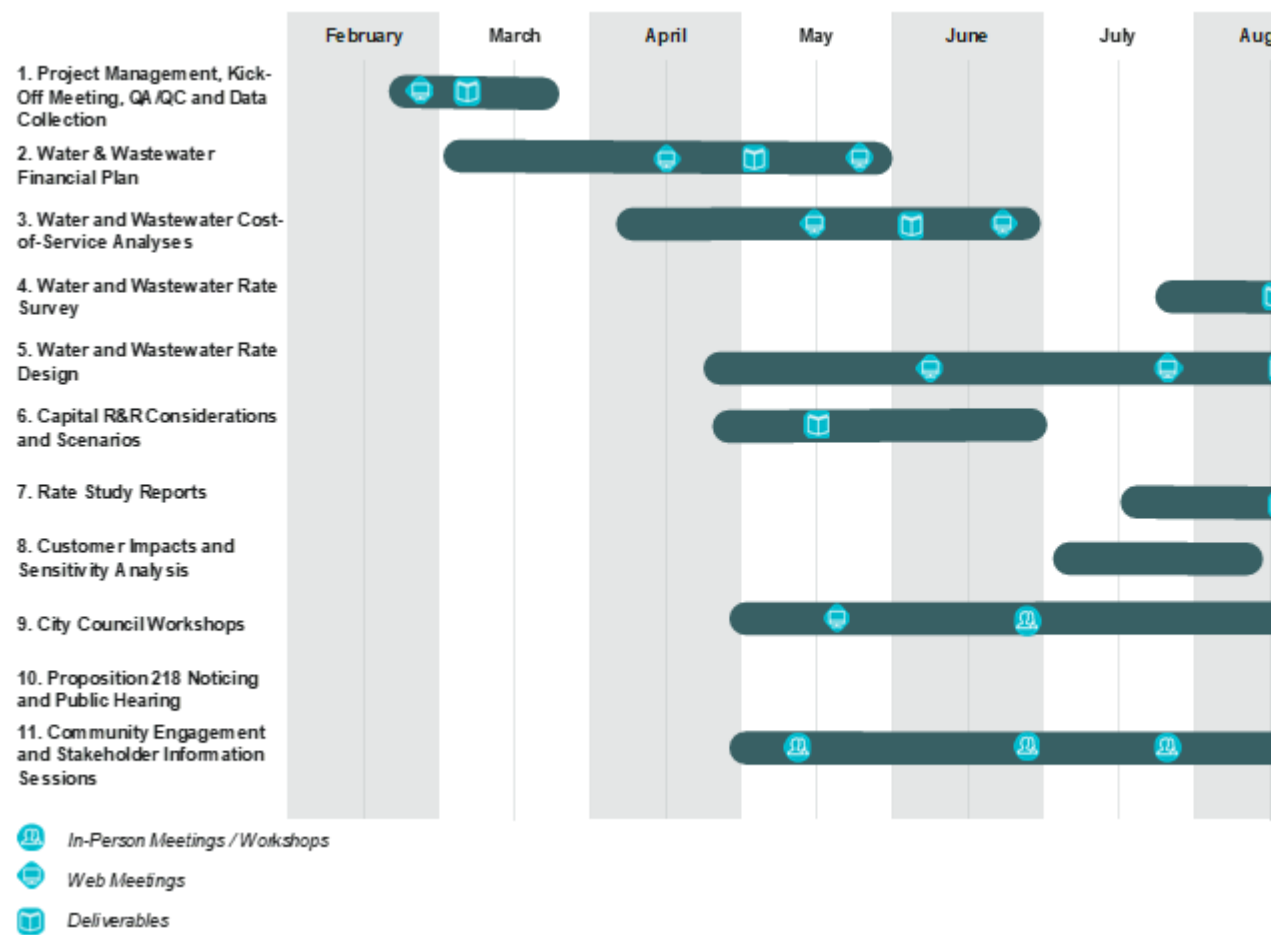
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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere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





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



2. Toque **Interpretación de idiomas**.

3. Toque el idioma que desee escuchar.



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



5. Haga clic en **Finalizado**.

### **Cómo ver o escuchar las reuniones del Consejo:**

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

### **Vea la reunión del Consejo uniéndose a la reunión Zoom:**

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

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

## 2. Escuche solo por teléfono:

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

## Formas de proporcionar comentarios públicos:

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

### 1. Envíe un comentario público por adelantado a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org)

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

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

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

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

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

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

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

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

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

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

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

**MINUTES**  
**City of St. Helena**  
**Special City Council Meeting**  
**Tuesday, April 5, 2022 @ 10:30 AM**  
**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. ROLL CALL**
- 4. ADOPTION OF THE AGENDA**
  - 4.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

**5. PUBLIC COMMENT:**

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

**6. NEW BUSINESS:**

Special City Council  
April 5, 2022

6.1 Preliminary Budget Forecast and Budget Priorities Discussion

Interim City Manager McCann introduced the item and Administrative Services Director April Mitts presented on the item.

No public comment was received.

**7. ADJOURNMENT**

Mayor Ellsworth adjourned the meeting at 11:44 a.m.

**APPROVED:**

**ATTEST:**

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Geoff Ellsworth, Mayor

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Cindy Tzaferopoulos, City Clerk

**MINUTES**  
**City of St. Helena**  
**Regular City Council Meeting**  
**Tuesday, April 26, 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. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF THE AGENDA**

- 4.1 Adoption of the agenda**

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

Council Member Lester Hardy moved to adopt the agenda. 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

- 5. PUBLIC FORUM:**

No public comment was received.

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

Regular City Council  
April 26, 2022

Reports were made by staff and City Council Members.

City Attorney Ethan Walsh noted no reportable action from the special closed session City Council meeting of April 26, 2022.

Council Member Hall requested to agendaize parking, specifically on the PG&E lot to the Special City Council Closed Session Meeting to be held on Thursday, April 28, 2022. Mayor Ellsworth supported.

**7. STAFF BRIEFING**

- 7.1 Waste Water Treatment Plant Construction Project Update by Eric Janzen, Asst. Public Works Director

Assistant Public Works Director Eric Janzen addressed the City Council.

**8. PRESENTATIONS AND PUBLIC RECOGNITIONS**

- 8.1 PG&E Presentation of downtown gas line replacement project by Mark Van Gorder, PG&E Local Government Affairs, North Bay

Mark Van Gorder, Arif Khalik and Brian Garber of PG&E Local Government Affairs, North Bay addressed the City Council.

- 8.2 St. Helena Fire Chief John Sorensen and St. Helena Fire Council Representative Chris Warner will Provide a Fire Season Overview and Fire Prevention Presentation.

Fire Chief John Sorensen and St. Helena Fire Council Representative Chris Warner and Jeff Farmer addressed the City Council.

- 8.3 Monarch & Pollinator Month May 2022 Proclamation St. Helena Presented to Erin Arnsteen, Western Monarch Society of Napa County

Erin Arnsteen addressed the City Council.

**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 Special Meeting Minutes of March 25, 2022 and Regular Meeting Minutes of April 12, 2022.  
Prepared By: Cindy Tzafopoulos, City Clerk
- 9.2 Consideration and proposed adoption of a resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-028 in the amount of \$42,140, to the Professional Services Agreement with Oscar Larson

Regular City Council  
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and Associates for designing CIP Projects: Tank 2 Rehabilitation W-101, Pump Station Upgrades W-106, and Rutherford Pump Station Upgrades W-110 for a total not-to-exceed amount of \$239,830.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt the attached resolution.

- 9.3 Review and consideration of the 2021 St. Helena Annual Housing Element Progress Report.

CEQA Determination: Not a CEQA project

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

It is recommended that the City Council review, consider and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2022 mandate.

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

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

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

- 9.5 Consideration and proposed approval of a resolution authorizing a ceremonial flag recognizing LGBTQ Pride and Transgender Month during the month of June 2022

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve a resolution authorizing the Progress Pride flag and the Transgender flag to be flown on the City's ceremonial flag pole during the month of June 2022.

Item 9.6 was pulled from consent.

- 9.6 ~~Quarterly Grant Report for FY 2022 Q2 for the period ending December 31, 2021 and Q3, for the period ending March 31, 2022.~~

- 9.7 March 2022 Review and Forecasting of City Water Supply Availability

Regular City Council  
April 26, 2022

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

- 9.8 Consideration and proposed approval of a resolution authorizing:
- 1) An agreement with the Housing Authority of the City of Napa (HACN) to administer the HOME Grant funded owner-occupied rehabilitation program; and
  - 2) Adoption of the updated Housing Rehabilitation Program Guidelines.

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.  
Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
It is recommended the City Council adopt a resolution authorizing:

- 1) The City Manager to execute the Intergovernmental Agreement for Services with the Housing Authority of the City of Napa (HACN) to administer the HOME Grant funded owner-occupied rehabilitation program; and
- 2) Adoption of the updated Housing Rehabilitation Program Guidelines.

Vice Mayor Paul Dohring moved to approve the Consent calendar, with the exception of item 9.6. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

- 9.6 Quarterly Grant Report for FY 2022 Q2 for the period ending December 31, 2021 and Q3, for the period ending March 31, 2022.

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

Administrative Services Director April Mitts reported on the item.

No public comment was received.

Vice Mayor Paul Dohring moved to approve item 9.6. The motion was

Regular City Council  
April 26, 2022

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:

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, March 8, 2022, April 12, 2022 and April 26, 2022 regular City Council meetings.

***\*This item will not be heard at the April 26, 2022 regular City Council meeting. In the event this item is ready for consideration it will be re-noticed as a public hearing.***

## 11. OLD BUSINESS

### 11.1 Discussion and proposed approval of a resolution rescinding Resolution 2019-66 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adopting a resolution rescinding resolution 2019-66 and amending Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property.

City Clerk Cindy Tzaopoulos presented on the item.

No public comment was received.

Regular City Council  
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It was the consensus of the City Council for staff to draft an updated policy stating that the POW MIA flag will be flown on the governmental flagpole below the USA flag and to bring back the policy to City Council at a subsequent meeting for approval on the consent calendar.

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

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff is seeking City Council discussion and direction and recommends option #3.

City Clerk Cindy Tzaopoulos presented on the item.

No public comment was received.

It was the consensus of the City Council to use option three.

11.3 Discussion and direction regarding criteria to be considered in selection of  
Mayor if Measure G is approved by the voters

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Form an Ad Hoc Committee and provide direction.

City Clerk Cindy Tzaopoulos presented on the item.

No public comment was received.

Council Member Lester Hardy moved to appoint Council Member Hall and Mayor Ellsworth to the Ad Hoc Committee on the possible Mayoral selection process. 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

Regular City Council  
April 26, 2022

## 12. NEW BUSINESS

### 12.1 Formula Business Zoning Policy Discussion

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Provide policy direction to staff regarding:

- Definition of formula business
- Regulation of formula retail and restaurants
- Adding use permit findings for formula businesses as suggested

Planning and Building Director Maya DeRosa presented on the item.

No public comment was received.

It was the consensus of the City Council to approve the proposed update to the definition of a formula business, confirmed that 10 would be an acceptable threshold to use for our code definition, decided on option 2 for the regulation of our retail businesses, to leave the formula restaurant status quo as prohibited as they are currently and including the Use Permit findings as noted in the staff report.

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

|      |                                                                                                                                                                                                                                                                                                                                                                                                       |
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| 13.1 | <b>May City Council Meetings:</b>                                                                                                                                                                                                                                                                                                                                                                     |
|      | <b>5/10 (Staff reports due 4/22)</b>                                                                                                                                                                                                                                                                                                                                                                  |
|      | <b>5/24 (Staff reports due 5/6)</b>                                                                                                                                                                                                                                                                                                                                                                   |
|      | <b><i>Presentation</i></b>                                                                                                                                                                                                                                                                                                                                                                            |
|      | 5/10 Napa County Landmarks (NCL) May is Historic Preservation Month Proclamation                                                                                                                                                                                                                                                                                                                      |
|      | <b><i>STAFF BRIEFING:</i></b>                                                                                                                                                                                                                                                                                                                                                                         |
|      | 5/24 WWTP construction project regular progress/status reports.                                                                                                                                                                                                                                                                                                                                       |
|      | 5/10 Utility rate study update                                                                                                                                                                                                                                                                                                                                                                        |
|      | <b><i>CONSENT:</i></b>                                                                                                                                                                                                                                                                                                                                                                                |
|      | 5/24 Consideration and action on a Resolution to amend the existing two year agreement with Housing Authority of the City of Napa to provide contract housing authority services (originally approved for an amount not to exceed \$88,114 for the two year period) for an increased overall contract amount of \$9,347 to cover anticipated increased costs over the remaining term of the contract. |
|      | 5/10 Amendment No. 5 to Water Supply Agreement Between City of Napa and City of St Helena                                                                                                                                                                                                                                                                                                             |
|      | <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                                                                                                                                                                                                                                                                               |
|      | 5/24 Gun Safe Storage Ordinance                                                                                                                                                                                                                                                                                                                                                                       |

Regular City Council  
April 26, 2022

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| 5/10 Utility rate study ad hoc appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PH 5/24 The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).                                                                                                                                                                                                                                                                                                                                |
| PH Mills Lane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| OB Water Penalty Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| OB Financial Policy Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| formula business policy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| OB Discussion, direction, and proposed approval of a resolution (1) rescinding Resolution 2017-75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June.                                                                                                                                                                                                                                            |
| 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. |
| 5/10 Raftelis contract amendment and Utility Rate Study Council discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5/10 Water Supply report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5/26 Chamber PSA and presentation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Consideration and Proposed Approval of a Resolution adding a Utility Manager Position to Oversee both Water and Wastewater Operation Plants Public Works - Water/Wastewater Treatment Plants                                                                                                                                                                                                                                                                                                                                                         |
| <b><u>June City Council Meetings:</u></b><br><b>6/14 (Staff reports due 5/27)</b><br><b>6/28 (Staff reports due 6/10)</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6/14 Consideration and Proposed Approval of a Resolution Temporarily Waiving Sign Fees for Business Recovery for Additional Twelve Months.                                                                                                                                                                                                                                                                                                                                                                                                           |

#### 14. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:38 p.m.

The regular City Council meeting minutes of April 26, 2022 were adopted at the

Regular City Council  
April 26, 2022

regular City Council meeting of May 10, 2022.

**APPROVED:**

**ATTEST:**

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

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



**MINUTES**  
**City of St. Helena**  
**Regular City Council Meeting**  
**Tuesday, May 10, 2022 @ 6:00 PM**

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

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

**Absent:** None

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

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

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

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

NOES: None

ABSENT: Vice Mayor Paul Dohring

ABSTAIN: None

RECUSE: None

- 5. PUBLIC FORUM:**

No public comment was received.

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

Reports were made by staff and City Council.

Regular City Council  
May 10, 2022

City Attorney Ethan Walsh noted no reportable action was taken at the Special City Council Closed Session meetings of May 5, 2022 and May 7, 2022.

Council Member Chouteau requested the City Council agendaize a Resolution to support age friendly communities and agree to apply for the age friendly designation. Mayor Ellsworth supported. Staff will place this item on a future agenda for Council consideration.

Vice Mayor Dohring joined the meeting.

Mayor Ellsworth requested Upper Valley Waste Management Agency representation to provide information on rate increase percentages and timelines, as well as analysis of the composition of mulch and compost for potential chemical levels. As a representative, Council Member Chouteau will work with the agency to provide the information requested.

**7. PRESENTATIONS AND PUBLIC RECOGNITIONS**

- 7.1 Napa County Landmarks (NCL) May is Historic Preservation Month Proclamation presented to Vince Traverso, NCL Board Member

Mayor Ellsworth reported on the item.

Vince Traverso, NCL Board Member addressed the City Council.

- 7.2 Proclamation Declaring National Older American's Month May 2022 Presented to Julie Spencer, Founding Executive Director for the Rianda House

Council Member Chouteau reported on the item.

Julie Spencer, Founding Executive Director for the Rianda House addressed the City Council.

**8. CONSENT ITEMS**

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

Item 8.1 was continued to the Regular City Council meeting of June 14, 2022.

- 8.1 ~~Consideration and proposed approval of Special Meeting Minutes of April 5,~~

Regular City Council  
May 10, 2022

~~2022 and Regular Meeting Minutes of April 26, 2022 (Forthcoming)~~

- 8.2 Consideration and Proposed Authorization to Accept a Donation of Art (Mural) to be Installed at the St. Helena Public Library

CEQA Determination: Not a CEQA project

Prepared By: Chris Kreiden, Library Director

Recommendation:

St. Helena Library Board of Trustees recommends City Council authorize the acceptance of the donation and direct staff and the Library Board of Trustees to oversee the approval process of the mural.

- 8.3 Proposed approval of a resolution rescinding Resolution 2019-66 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adopting a resolution rescinding resolution 2019-66 and amending Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property.

- 8.4 Consideration and Proposed Approval of a Resolution Unfreezing the Police Officer Position

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Staff recommends the City Council adopt the attached resolution.

- 8.5 Consideration and Proposed Approval of a Resolution authorizing the City Manager to execute Amendment No. 3 to Professional Services Agreement STH Contract: FY2021-071 with Noll & Tam Architects in the amount of \$23,983 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed \$191,560.

CEQA Determination: Not a CEQA project

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

Recommendation:

Adopt Resolution authorizing the City Manager to execute Amendment No. 3 to Professional Services Agreement STH Contract: FY2021-071 with Noll & Tam Architects in the amount of \$23,983 for Phase I of the Napa Valley College tenant improvements at the City of St. Helena for a total contract amount not-to-exceed \$191,560

- 8.6 Consideration of Proposal Approval of a Resolution Authorizing Amendment #4

Regular City Council  
May 10, 2022

to the Professional Services Agreement STH Contract: 2017-082 with Dudek for an Additional \$80,393 for a Total Not-to-Exceed Contract Amount of \$446,554 in Order to Complete the Hunter Subdivision Final Environmental Impact Report.

CEQA Determination: Exempt

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Staff recommends the City Council approve a resolution authorizing Amendment #4 to the professional services agreement with Dudek for an additional \$80,393 for a total not-to-exceed contract amount of \$446,554.

- 8.7 Consideration and proposed adoption of a resolution authorizing the City Manager or designee to execute Amendment No. 5 to the City of Napa Water Supply Agreement (City of Napa Agreement No. 9381)

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt the attached resolution.

- 8.8 Consideration and Adoption of a Proposed Resolution Approving the Plans and Specifications for the Napa Valley College Tenant Improvements and Authorizing Advertisement for Bids, Project No. C22-0001

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

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

Recommendation:

Consideration of a Resolution approving the plans and specifications for the Napa Valley College Tenant Improvements, Project No. C22-0001 and authorizing advertisement for bids.

Vice Mayor Paul Dohring moved to approve Consent items 8.2 through 8.8. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

## 9. OLD BUSINESS

- 9.1 Presentation from Raftelis on Water and Wastewater rate setting, review of

Regular City Council  
May 10, 2022

different rate structures, and outline of the proposed rate study process and schedule.

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

Administrative Services Director April Mitts reported on the item.

Raftelis Consultant Kevin Kostiuk presented on the item.

Project Director Jim Armstrong addressed the City Council.

Tom Belt addressed the City Council for public comment.

- 9.2 City Council discussion and direction of proposed responsibilities and criteria for the Citizen Advisory Committee related to the Water and Wastewater Rate Study.

CEQA Determination: Not a CEQA project  
Prepared By: Mandy Kellogg, Asst. Administrative Services Director  
Recommendation:  
Provide direction for proposed responsibilities and criteria for the Citizen Advisory Committee related to the Water and Wastewater Rate Study.

Interim City Manager McCann and Administrative Services Director April Mitts reported on the item.

Project Director Jim Armstrong addressed the City Council.

Garry Rose, Kelly, Elaine de Man addressed the City Council for public comment.

It was the consensus of the City Council for the Committee to be comprised of a diverse group of individuals reflecting various interests, with the cap of members to be at least five but up to seven, and having a Council Member serve as a liaison instead of a voting member.

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

|      |                                                                                                                                                                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 | <div data-bbox="389 1638 1256 1711"> <b>5/24May City Council Meetings:</b><br/> <b>5/24 (Staff reports due 5/6)</b> </div> <div data-bbox="389 1711 1256 1749"> <b>Presentation</b> </div> <div data-bbox="389 1749 1256 1782"> <b>STAFF BRIEFING:</b> </div> |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Regular City Council  
May 10, 2022

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| 5/24 WWTP construction project regular progress/status reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>CONSENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5/24 Consideration and action on a Resolution to amend the existing two year agreement with Housing Authority of the City of Napa to provide contract housing authority services (originally approved for an amount not to exceed \$88,114 for the two year period) for an increased overall contract amount of \$9,347 to cover anticipated increased costs over the remaining term of the contract.                                                                                                                                                   |
| 5/24 FY23 GANN Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5/24 Consideration and Proposed Approval of a Resolution Adopting the Five-Year Capital Improvement Program for Fiscal Years 2022-23 to 2026-27.                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5/24 Discussion of ACM and Senior Management Analyst Positions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5/24 FY 2021 Audited Financials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5/24 adoption of FY 2023-27 CIP List                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5/24 CTC/CENIC Contract for Library Internet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5/24 C20-06 Emergency Back-up Power Notice of Completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5/24 Vine Trail Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5/24 Consideration and proposed adoption of a resolution adopting a list of project for Fiscal Year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017.                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5/24 Gun Safe Storage Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| PH 5/24 The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).                                                                                                                                                                                                                                                                                                                                   |
| 5/24 Water/Wastewater Citizen Advisory Committee Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| OB 5/24 Water Penalty Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| PH 5/24 CDBG 2022 NOFA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| PH 5/24 Update Purchasing Policy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| OB 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. |
| 5/10 Raffelis contract amendment and Utility Rate Study Council discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5/10 Water Supply report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5/24 Chamber Annual Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Regular City Council  
May 10, 2022

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| 5/24 3rd Quarter Finance Report                                                                                                            |
| <b><u>June City Council Meetings:</u></b><br><b>6/14 (Staff reports due 5/27)</b><br><b>6/28 (Staff reports due 6/10)</b>                  |
| <b><i>CONSENT:</i></b>                                                                                                                     |
| 6/14 Award of Contract to MarinIT for Information Technology Upgrades as part of the Napa Valley College Tenant Improvements               |
| <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                    |
| 6/14 Consideration and Proposed Approval of a Resolution Temporarily Waiving Sign Fees for Business Recovery for Additional Twelve Months. |
| 6/14 Consideration and Proposed Approval of a Resolution Temporarily Waiving Sign Fees for Business Recovery for Additional Twelve Months. |
| Budget & CIP                                                                                                                               |
| 6/28 Chamber PSA                                                                                                                           |

**11. ADJOURNMENT**

Mayor Ellsworth adjourned the meeting at 8:25 p.m.

The regular City Council meeting minutes of May 10, 2022 was adopted at the regular City Council meeting of May 24, 2022.

**APPROVED:**

**ATTEST:**

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

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



**MINUTES**  
**City of St. Helena**  
**Special City Council Meeting**  
**Tuesday, May 17, 2022 @ 9:00 AM**

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. ROLL CALL**
- 3. ADOPTION OF THE AGENDA**

- 3.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no 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. PUBLIC COMMENT:**

- 5. NEW BUSINESS:**

- 5.1 Consideration and award of Non-Profit Grant Application funding through the Non-Profit Grant Program in the Fiscal Year (FY) 2022/23 Operations Budget in the amount of \$135,085 and approval of resolution authorizing the City Manager to enter into a multi-year Non-Profit Funding Agreement with Boys and Girls Club, Rianda House Senior Center, and UpValley Family Centers in the amount of \$30,000 each for a total of \$90,000 per year.

Special City Council  
May 17, 2022

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

It is recommended that the City Council approve the following:

1. Approve funding to be included in the FY 2022/23 Operations Budget as follows:
  - a. Non-Profit Grant Program Funding - Cafeteria for Kids \$1,000, Cinema Napa Valley \$2,500, Collabria Care \$10,000, Friends of the Cameo \$8,250, Mentis \$15,000, Napa County Bicycle Coalition \$5,500, Nimbus Arts \$5,000, Our Town St. Helena \$10,000, St. Helena Catholic Church \$10,000, St. Helena Community Garden \$2,460, St. Helena Cooperative Nursery \$10,000, St. Helena Farmers Market \$8,775, St. Helena Fire Safe Council \$7,500, St. Helena Historical Society \$10,000, St. Helena Little League \$7,500, St. Helena Preschool for All \$10,000, Sustainable St. Helena \$4,000, The White Barn \$2,600, and UpValley Family Centers \$5,000.
  - b. Non-Profit Grant Funding Agreements - Boys and Girls Club \$30,000, Rianda House Senior Center \$30,000, and UpValley Family Centers \$30,000.
  - c. The total aggregate amount of funding for FY 2022/23 is \$225,085.
2. Approval of a resolution authorizing the City Manager to:
  - a. Enter into and execute a multi-year Non-Profit Funding Agreement with Boys and Girls Club, Rianda House Senior Center, and UpValley Family Centers in the amount of \$30,000 each for a total of \$90,000 per year.
  - b. Authorize and accept any and all non-substantive amendments to the draft agreement that are deemed necessary to finalize the agreement.

Interim City Manager Jim McCann introduced the item.

Assistant Administrative Services Director Mandy Kellogg presented on the item.

Julie Spencer and Maury Robertson (Rianda House); and Cambria Kirby (UpValley Family Centers) addressed the City Council for public comment under part one.

Rick Crebs, Kara Vernor (Napa County Bicycle Coalition), Tracy Rodriguez-Biggs, Cambria Kirby, UpValley Family Centers addressed the City Council for public comment under part two.

Special City Council  
May 17, 2022

Vice Mayor Paul Dohring moved to authorize the City Manager to enter into and execute a multi-year Non-Profit Funding Agreements and authorize the City Manager to authorize and accept any and all non-substantive amendments to the draft agreement necessary to finalize the agreements. 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

Vice Mayor Paul Dohring moved to approve the funding recommendations as outlined in the staff report. 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

**6. ADJOURNMENT**

Mayor Ellsworth adjourned the meeting at 10:18 a.m.

The special City Council meeting minutes of May 17, 2022 were approved at the regular City Council meeting of May 24, 2022.

**APPROVED:**

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

**ATTEST:**

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





Report to the City Council  
Regular City Council - 10 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject: Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute an Agreement Between the City of St. Helena and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy for the Provision and Maintenance of Advanced Network (Data) Services for the St. Helena Public Library**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Chris Kreiden, Library Director

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

**Approved By:** James C. McCann, Interim City Manager

**BACKGROUND**

On February 14, 2017, the St. Helena City Council approved an agreement between the City of St. Helena and Califa for the provision, installation, and maintenance of advanced data network services. This agreement provides the St. Helena Public Library with 1G internet service delivered by the Center for Education Network Initiatives in California (CENIC) and its California Research & Education Network (CalREN), a multi-tiered, high-capacity fiber-optic-based network designed to meet the requirements of all higher education institutions, K-12 schools, libraries, and many other public-serving California institutions. The CalREN backbone includes roughly 8,000 miles of CENIC-owned and managed fabric, last mile fiber, and hundreds of optical components.

The California Library Connect Program (formerly the High Speed Broadband in California Public Libraries) supports California public libraries by connecting them to high-speed internet through CalREN. One of the key elements of the program is to leverage federal E-rate discounts and California Teleconnect Fund (CTF) discounts on the library's behalf. In order to participate in the program and receive the discounts, the City had to enter into an agreement with Califa, a non-profit library consortium, which was the

Statewide Broadband Aggregator on behalf of the California State Library and therefore managed the project and acted as the administrative arm for the State Library in developing contracts with participating libraries for circuits and use of the CalREN network. As of March 3, 2022, the California State Library has appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy ("CTC"), to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator that were previously performed by Califa.

**DISCUSSION**

The attached agreement terminates any prior agreements entered into between the City of St. Helena and any entity previously serving as the Broadband Administrator for the purpose of participating in the California Library Connect Program.

**FISCAL IMPACT**

Under this new agreement, costs would remain the same for the Library's connection to CalREN. Before the rebate provided through the California Library Connect Program is received, the cost of providing this service is \$813 per month. However, once the E-rate and *California Teleconnect Fund (CTF)* discounts are applied, the rate drops to \$162.60 monthly, not including taxes and surcharges. Discounts are applied in arrears due to the reimbursement mechanism used by the federal government. Reimbursements are currently banked with Califa and used to lower the monthly payment to the discounted amount. The reimbursement will now be banked with CTC. This year the City received reimbursement for FY20/21.

**RECOMMENDED ACTION**

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute the agreement between the City of St. Helena and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy for the provision and maintenance of advanced network services for the Library.

**ATTACHMENTS**

[St. Helena CLC Contract](#)

[Resolution for CTC Library CalREN contract](#)

**AGREEMENT BETWEEN CITY OF ST. HELENA AND COLUMBIA  
TELECOMMUNICATIONS CORPORATION  
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF  
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as “Agreement”, is entered into as of May 24, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as “CTC” and City St. Helena on behalf of the St. Helena Public Library, hereinafter referred to as “Library”. CTC and Library are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties”. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

**City of St. Helena**  
**Chris Kreiden**  
**Library Director**  
**1492 Library Lane**  
**Saint Helena, CA 94574**  
**[chris@shpl.org](mailto:chris@shpl.org)**

**CTC Technology and Energy**  
**Heather D. Mills**  
**Vice President, Grant & Funding Strategies**  
**10613 Concord Street**  
**Kensington, MD 20895**  
**[hmills@ctcnet.us](mailto:hmills@ctcnet.us)**

**WITNESS THAT**

**WHEREAS**, CTC, is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project (“Project”); and

**WHEREAS**, CTC, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California (“CENIC”) and its subsidiaries to provide high speed networking to libraries in California; and

**WHEREAS**, Library desires to enter into an agreement with CTC to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

**NOW THEREFORE**, Library and CTC enter into this Agreement:

**1. Purpose**

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to Library under the Project.

**2. Services to be Provided**

Parties understand that the primary communications infrastructure provided by CENIC is the California Research and Education Network (“CalREN”). Services that CENIC will provide to Libraries will include use of CalREN and contracting for and provision of data circuits supplied by network service providers.

CTC, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the Appendix #1 attached which may be amended from time to time by mutually signed Addenda (“Services”). CTC assures Library that CENIC or CTC will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor CTC shall be responsible for operating or maintaining software, equipment or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services, or otherwise comply with the terms as described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and CTC and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize CTC and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If Library is currently receiving E-rate funding for its existing services, Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

### **3. Term and Termination of this Agreement**

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from May 24, 2022 until the termination of all Services including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is “handed off” to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
- (b) **TERMINATION.** Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that CTC incurs under its agreement with CENIC resulting from early termination of the Service.

- (c) Notwithstanding the above, upon a sixty (60) day written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to CTC and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the cancelled circuit.
- (d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) CTC may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) day written notice to Library, in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

#### 4. Payment

CTC bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of a CTC invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and CTC. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. Library understands and agrees that CTC will only make payment to CENIC for services upon receipt of related payments from Library. If Library fails to make payments within thirty (30) days after receipt of invoice, it agrees to pay any reasonable late payment fees incurred by CTC under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any as set forth in Appendix #1 and subsequent Addenda are non-cancelable and nonrefundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties, shall become due and payable immediately upon termination.

#### 5. Miscellaneous

- (a) **CONDITIONS OF USE.** Library agrees to conform to the CENIC Appropriate Use Policy located at <https://cenic.org/network/policies/acceptable-use-policy> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to CTC and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from CTC or CENIC.

- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither Party shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (e) **NON-LIBRARY USES:** Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

#### **6. Entire Agreement**

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

#### **7. General Provisions**

##### **7.1 Nondiscrimination:** During the performance of this Agreement,

- (a) CTC and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- (b) CTC shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

##### **7.2 Severability:** It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

##### **7.3 Rights and Remedies:** The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

##### **7.4 Prior Agreements:** Library agrees that any prior agreements entered into between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program has been terminated.

**8. Indemnification.** Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. CTC agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**For Library**

**For Columbia Telecommunications Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

James C. McCann  
\_\_\_\_\_  
Name

Joanne S. Hovis  
\_\_\_\_\_  
Name

Interim City Manager  
\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix #1**  
**Provision, Installation and Maintenance**  
**Of Advanced Network (Data) Services:**  
**Reimbursement of Circuit Costs**

This Appendix lists the circuits contracted for by CENIC on behalf of CTC and the Library for connecting CENIC's fiber optic backbone to Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill CTC, and CTC will bill Library, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to CTC and from CTC to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from the network service provider.

|                                                                                                                                                               |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------|-----------|
| St. Helena Public Library                                                                                                                                     |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
| 5 year term                                                                                                                                                   |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
|                                                                                                                                                               |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
|                                                                                                                                                               |        | OPTION 1                                                                                                                                                                                                             |           |                                                                                 |           |
|                                                                                                                                                               |        | 1G to CalREN                                                                                                                                                                                                         |           |                                                                                 |           |
| Summary Totals                                                                                                                                                |        | Pre Discount Costs (not including Taxes & Surcharges)                                                                                                                                                                |           | Estimated Net Costs, after discounts applied (not including Taxes & Surcharges) |           |
|                                                                                                                                                               |        | NRC*                                                                                                                                                                                                                 | Monthly   | NRC*                                                                            | Monthly   |
|                                                                                                                                                               |        | \$ -                                                                                                                                                                                                                 | \$ 813.00 | \$ -                                                                            | \$ 162.60 |
| Note1: Design is for a circuit from St. Helena Public Library to a CalREN Hub site. Circuits from the Branch Libraries are to go to St. Helena Public Library |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
|                                                                                                                                                               |        | 1G Circuit to CalREN                                                                                                                                                                                                 |           |                                                                                 |           |
| Connection to HUB                                                                                                                                             | Disc % | Pre Discount Costs                                                                                                                                                                                                   |           | Estimated Net Costs, after discounts applied                                    |           |
| E-rate Discount for St. Helena Public Library**:                                                                                                              | 0.6    |                                                                                                                                                                                                                      |           |                                                                                 |           |
| CTF Discount***:                                                                                                                                              | 0.5    |                                                                                                                                                                                                                      |           |                                                                                 |           |
| Connection to CalREN Hub at St. Helena Public Library                                                                                                         |        | NRC*                                                                                                                                                                                                                 | Monthly   | NRC*                                                                            | Monthly   |
| Link 1: 1G to CalREN Hub                                                                                                                                      |        | \$ -                                                                                                                                                                                                                 | \$ 813.00 | \$ -                                                                            | \$ 162.60 |
| Taxes & Surcharges on links                                                                                                                                   |        | Varies                                                                                                                                                                                                               |           |                                                                                 |           |
| Library Equipment                                                                                                                                             |        | St. Helena Public Library is responsible to provide a router with at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may also be needed to support the data streams. |           |                                                                                 |           |
|                                                                                                                                                               |        |                                                                                                                                                                                                                      |           |                                                                                 |           |
|                                                                                                                                                               |        |                                                                                                                                                                                                                      |           |                                                                                 |           |

|                                                                                                                                                                                                                                |  |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| Note 1: These numbers do not include early termination fees that might be required from current provider(s), nor equipment the Library may need to purchase to support these circuits, nor Taxes & Surcharges on the circuits. |  |  |  |  |  |
|                                                                                                                                                                                                                                |  |  |  |  |  |
| Definitions                                                                                                                                                                                                                    |  |  |  |  |  |
| *NRC - Non-Recurring Charges                                                                                                                                                                                                   |  |  |  |  |  |
| **E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E rate authorities at a later point.            |  |  |  |  |  |
| ***Collector Circuit - a multi-site aggregation or trunk circuit between the main site and the CalREN backbone                                                                                                                 |  |  |  |  |  |
| ***CTF discount: percent discount of amount after E rate discount is applied. CTF discount is always 50%.                                                                                                                      |  |  |  |  |  |
| Note 2: E-rate and CTF discounts are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.                            |  |  |  |  |  |
|                                                                                                                                                                                                                                |  |  |  |  |  |

**CITY OF ST. HELENA**

**RESOLUTION NO. 2022-**

**Resolution Authorizing the City Manager to Execute the  
Agreement Between the City of St. Helena and Columbia  
Telecommunications Corporation d/b/a CTC Technology and  
Energy for the Provision and Maintenance of Advanced Network  
(Data) Services for the St. Helena Public Library**

**RECITALS**

- A. On February 14, 2017, the City of St. Helena and Califa entered into an agreement to provide high speed internet service to the St. Helena Public Library;
- B. This service provides data speeds of 1 Gigabyte;
- C. On March 3, 2022, the California State Library appointed Columbia Telecommunications Corporation to assume the rights and responsibilities and perform the functions of the Statewide Broadband Administrator that were previously performed by Califa;
- D. The agreement terminates any prior agreements entered into between the City of St. Helena and any entity previously serving as the Broadband Administrator for the purpose of participating in the California Library Connect Program.

**RESOLUTION**

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

- 1. Authorizes the City Manager to execute the agreement and any related items.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022 by the following vote:

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

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Cindy Tzafopolous, City Clerk





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject: Consideration and approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2022-23 and the Selection of Current Year Adjustment Factors**

**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**

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over \$100,000, and requires an annual independent auditor review of the calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

#### **DISCUSSION**

The appropriations limit for FY 2022-23 is \$60,969,617. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 7.55% in combination with the 1.52% decrease in City population growth rate for a cumulative compound change factor of 1.0592 ( $1.0755 \times 0.9848$ ).

The FY 2022-23 appropriations of \$60,969,617 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$45,604,051 or 74.80% under the appropriation limit.

The FY 2022-23 GANN Limit Calculation Sheets and supporting documents are included as Attachment A and Attachment B.

#### **FISCAL IMPACT**

None, since the Appropriation Limit is higher than the Appropriations subject to Limit for Fiscal Year 2022-23.

#### **RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2022-23.

#### **ATTACHMENTS**

[Resolution - FY23 GANN Limit](#)

[FY23 Appropriations Limit](#)

[Price Factor and Population Information](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2022-\_\_**

APPROVING THE APPROPRIATION LIMIT FOR FISCAL  
YEAR 2022-23 AND THE SELECTION OF CURRENT YEAR  
ADJUSTMENT FACTORS

**RECITALS**

- A. The people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and
- B. The State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and
- C. The people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and
- D. The provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and
- E. The Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and
- F. The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2022-23.

**RESOLUTION**

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

- 1. The annual adjustment factors used to calculate the FY 2022-23 appropriations limit shall be the change in statewide per capita personal income percentage of 7.55% and the change in City population growth rate of -1.52%; and
- 2. The FY 2022-23 appropriation limit shall be \$60,969,617; and
- 3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022, by the following vote:

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

APPROVED:

ATTEST:

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

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

## ATTACHMENT A

**CITY OF ST. HELENA  
APPROPRIATIONS LIMITATION SUMMARY  
Fiscal Year 2022-23**

|                                      |    |              |
|--------------------------------------|----|--------------|
| PROCEEDS OF TAXES                    | \$ | 15,365,567   |
| EXCLUSIONS                           | \$ | -            |
| APPROPRIATIONS SUBJECT TO LIMITATION | \$ | 15,365,567   |
| CURRENT YEAR LIMIT                   | \$ | 60,969,617   |
| OVER (UNDER) LIMIT                   | \$ | (45,604,051) |
| AVAILABLE CAPACITY AS A % OF LIMIT   |    | 74.80%       |

*In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.*

*In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.*

*The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."*

**CITY OF ST. HELENA  
Spending Limit Calculation  
Fiscal Year 2022-23**

**APPROPRIATIONS SUBJECT TO LIMIT**

|                                          |    |             |
|------------------------------------------|----|-------------|
| Fiscal year 2022-2023 estimated revenues | \$ | 17,037,413  |
| Less:                                    |    |             |
| Nonproceeds of tax                       | \$ | (1,671,846) |
| Plus:                                    |    |             |
| User fees in excess of costs             | \$ | -           |
| Total appropriations subject to limit:   | \$ | 15,365,567  |

**APPROPRIATION LIMIT**

|                                             |        |            |
|---------------------------------------------|--------|------------|
| Fiscal year 2021-2022 appropriation limit:  | \$     | 57,564,537 |
| A. Cost of living adjustment <sup>(1)</sup> | 1.0755 |            |
| B. Population adjustment <sup>(2)</sup>     | 0.9848 |            |
| Change Factor (A x B)                       | 1.0592 |            |
| Increase in appropriation limit             | \$     | 3,405,081  |
| FISCAL YEAR 2022-2023 APPROPRIATION LIMIT   | \$     | 60,969,617 |
| REMAINING APPROPRIATION CAPACITY            | \$     | 45,604,051 |
| AVAILABLE CAPACITY AS A PERCENT OF LIMIT    |        | 74.80%     |

<sup>(1)</sup> Based on percentage change in California per capita income.

<sup>(2)</sup> Based on annual population change for St. Helena.

**CITY OF ST. HELENA**  
**Spending Limit Calculation**  
**Fiscal Year 2022-23**

| REVENUE SOURCE             | PROCEEDS<br>OF TAX | NON-PROCEEDS<br>OF TAX | TOTAL         |
|----------------------------|--------------------|------------------------|---------------|
| Property tax               | 4,744,253          |                        | 4,744,253     |
| Retail sales/use tax       | 6,137,848          |                        | 6,137,848     |
| Transient occupancy tax    | 3,437,647          |                        | 3,437,647     |
| Business license tax       | 101,000            |                        | 101,000       |
| Real property transfer tax | 90,992             |                        | 90,992        |
| Motor vehicle in-lieu      | 808,733            |                        | 808,733       |
| Public Safety Sales Tax    |                    | 80,300                 | 80,300        |
| Franchise Taxes            |                    | 335,468                | 335,468       |
| Charges for Services       |                    | 789,450                | 789,450       |
| Other Revenues             |                    | 461,722                | 461,722       |
| SUBTOTAL                   | \$ 15,320,473      | \$ 1,666,940           | \$ 16,987,413 |
| PERCENT OF TOTAL           | 90.19%             | 9.81%                  | 100.00%       |
| INTEREST INCOME            | \$ 45,094          | \$ 4,906               | \$ 50,000     |
| TOTAL - GENERAL FUND       | \$ 15,365,567      | \$ 1,671,846           | \$ 17,037,413 |

*(excludes interfund transfers & Sales Tax Set-Aside)*

**CITY OF ST. HELENA**  
**Appropriation Limitation Adjustments Since 2002**

| <b>BUDGET<br/>YEAR</b> | <b>PRICE<br/>FACTOR</b> | <b>POPULATION<br/>FACTOR</b> | <b>CHANGE<br/>FACTOR</b> | <b>PRIOR YEAR<br/>APPROP LIMIT</b> | <b>CURRENT<br/>APPROP LIMIT</b> |
|------------------------|-------------------------|------------------------------|--------------------------|------------------------------------|---------------------------------|
| 2002/2003              | 0.9873                  | 0.9985                       | 0.9858                   | 32,739,266                         | 32,274,992                      |
| 2003/2004              | 1.0231                  | 1.0027                       | 1.0259                   | 32,274,992                         | 33,109,700                      |
| 2004/2005              | 1.0328                  | 1.0099                       | 1.0430                   | 33,109,700                         | 34,534,236                      |
| 2005/2006              | 1.0526                  | 1.0150                       | 1.0684                   | 34,534,236                         | 36,895,998                      |
| 2006/2007              | 1.0396                  | 0.9119                       | 0.9480                   | 36,895,998                         | 34,978,144                      |
| 2007/2008              | 1.0460                  | 1.0150                       | 1.0617                   | 34,978,144                         | 36,586,269                      |
| 2008/2009              | 1.0429                  | -1.0029                      | 1.0400                   | 36,586,269                         | 38,049,720                      |
| 2009/2010              | 1.0062                  | 1.0114                       | 1.0177                   | 38,049,720                         | 38,722,084                      |
| 2010/2011              | 0.9746                  | 1.0069                       | 0.9813                   | 38,722,084                         | 37,998,939                      |
| 2011/2012              | 0.9749                  | 1.0069                       | 0.9816                   | 37,998,939                         | 37,300,777                      |
| 2012/2013              | 1.0377                  | 1.0068                       | 1.0448                   | 37,300,777                         | 38,970,224                      |
| 2013/2014              | 1.0512                  | 1.0029                       | 1.0542                   | 38,970,224                         | 41,084,299                      |
| 2014/2015              | 0.9977                  | 1.0124                       | 1.0101                   | 41,084,299                         | 41,498,079                      |
| 2015/2016              | 1.0382                  | 1.0209                       | 1.0599                   | 41,498,079                         | 43,983,746                      |
| 2016/2017              | 1.0537                  | 1.0123                       | 1.0667                   | 43,983,746                         | 46,915,725                      |
| 2017/2018              | 1.0369                  | 1.0025                       | 1.0395                   | 46,915,725                         | 48,768,533                      |
| 2018/2019              | 1.0367                  | 1.0059                       | 1.0428                   | 48,768,533                         | 50,856,632                      |
| 2019/2020              | 1.0385                  | 1.0023                       | 1.0409                   | 50,856,632                         | 52,936,086                      |
| 2020/2021              | 1.0373                  | 0.9954                       | 1.0325                   | 52,936,086                         | 54,658,013                      |
| 2021/2022              | 1.0573                  | 0.9961                       | 1.0532                   | 54,658,013                         | 57,564,537                      |
| 2022/2023              | 1.0755                  | 0.9848                       | 1.0592                   | 57,564,537                         | 60,969,617                      |

ATTACHMENT B



Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ [www.dof.ca.gov](http://www.dof.ca.gov)

Dear Fiscal Officer:

**Subject: Price Factor and Population Information****Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment

May 2022

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

| Per Capita Personal Income |                                      |
|----------------------------|--------------------------------------|
| Fiscal Year<br>(FY)        | Percentage change<br>over prior year |
| 2022-23                    | 7.55                                 |

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

**2022-23:**

Per Capita Cost of Living Change = 7.55 percent  
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio:  $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio:  $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23:  $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

| <b>County<br/>City</b> | <b><u>Percent Change</u></b> | <b><u>--- Population Minus Exclusions ---</u></b> |               | <b><u>Total<br/>Population</u></b> |
|------------------------|------------------------------|---------------------------------------------------|---------------|------------------------------------|
|                        | <b>2021-2022</b>             | <b>1-1-21</b>                                     | <b>1-1-22</b> | <b>1-1-2022</b>                    |
| Napa                   |                              |                                                   |               |                                    |
| American Canyon        | 0.43                         | 21,566                                            | 21,658        | 21,658                             |
| Calistoga              | -1.59                        | 5,283                                             | 5,199         | 5,199                              |
| Napa                   | -0.98                        | 78,246                                            | 77,480        | 77,480                             |
| St Helena              | -1.52                        | 5,521                                             | 5,437         | 5,437                              |
| Yountville             | -1.68                        | 2,259                                             | 2,221         | 2,829                              |
| Unincorporated         | -1.60                        | 22,884                                            | 22,517        | 23,576                             |
| County Total           | -0.92                        | 135,759                                           | 134,512       | 136,179                            |

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject: Consideration and Recommended Approval of a Resolution Amending the Existing Two-year Agreement with the Housing Authority of the City of Napa to Provide Contract Housing Authority Services for an Amount not-to-exceed \$114,000 for the Two-year Period starting July 1, 2022.**

**CEQA Exempt  
Determination:**

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

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

**Approved By:** James C. McCann, Interim City Manager

**BACKGROUND**

In 2008, the Napa Valley Housing Authority Joint Powers Agreement was dissolved and the City entered into a separate agreement with the Housing Authority of the City of Napa (HACN). Since that time, the Housing Authority has provided services related to affordable housing occupancy certifications, annual owner verification and eligibility, administration of the lottery process for new affordable units, technical assistance to the City related to development agreements, countywide homelessness representation, and other specific requests for technical assistance. The Housing Authority and the City have continued this contractual relationship and have developed a strong and productive working relationship.

The current two-year agreement STH Contract: FY2020-101 spanned FY 2020-21 and FY 2021-22 for a total not-to-exceed amount of \$109,000.

**DISCUSSION**

The Housing Authority has prepared a new two-year agreement to continue the provision of Housing Authority and related services for the City. These services currently include management of Section 8 housing and continuum of care services, regulatory agreement

monitoring, review of development projects, and proposed affordable housing regulatory agreements, and additional services that are mutually agreed upon. The proposed cost for FY 2022-22 is \$56,050 and for FY 2022-23 is \$57,950 for a total two year cost of \$114,000.

**FISCAL IMPACT**

Funds in an amount totaling \$56,050 are included in the draft FY 2022-23 budget and will be funded with General Fund. If the contract is approved, an additional \$57,950 will be budgeted for FY 2023-24.

**RECOMMENDED ACTION**

Staff recommends City Council approve the Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not-to-exceed \$114,000 to continue their services as the contract housing authority for the City of St. Helena.

**ATTACHMENTS**

[Resolution for Contract renewal 5-24-2022](#)

[St Helena - Housing Services Contract -2022](#)

[St Hel Annual Report - Housing Services 2020-21](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2022-**

**Resolution authorizing a two-year agreement with Housing Authority of the City of Napa in an amount not to exceed \$114,000 to continue their services as the contract housing authority for the City of St. Helena.**

**RECITALS**

- A. The City of St. Helena desires to obtain housing services from the Authority during the Fiscal Year 2022-23 and Fiscal Year 2023-24; and
- B. The Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

**RESOLUTION**

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

- 1. Authorize the City to enter into a two-year agreement with Housing Authority of the City of Napa to continue their services as the contract housing authority for the City of St. Helena in an amount not to exceed \$56,050 in FY 2022-23 and \$57,950 in FY 2023-24.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022, by the following vote:

**Mayor Ellsworth:**

**Vice Mayor Dohring:**

**Councilmember Hardy:**

**Councilmember Hall:**

**Councilmember Chouteau:**

APPROVED:

ATTEST:

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

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

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES BY AND BETWEEN THE  
HOUSING AUTHORITY OF THE CITY OF NAPA AND  
THE CITY OF ST. HELENA**

**HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. \_\_\_\_\_  
CITY OF ST. HELENA AGREEMENT NO. \_\_\_\_\_**

**THIS AGREEMENT FOR SERVICES** (this "Agreement") is made and entered into as of July 1, 2022 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic (the "Authority"), and the CITY OF ST. HELENA, a municipal corporation (the "City") under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536. City and Authority are public entities organized and operating under the laws of the State of California and each is a public entity as defined in California Government Code Section 6500. The Authority and City are hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City desires to obtain housing services from the Authority during the Fiscal Year 2022 – 2023 and Fiscal Year 2023 – 2024, and the Authority is willing to provide such services to the City subject to the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, City and Authority agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2024 (the "Term") unless earlier terminated in accordance with Paragraphs 7 or 8 of this Agreement.

2. **Scope of Services.** Authority shall perform the services described in the *Scope of Services* in Exhibit "A", attached hereto and incorporated by reference herein (the "Services").

3. **Compensation.**

(a) **Baseline Rates.** In consideration of Authority's performance of the Services, the City shall pay to Authority the baseline rate ("Baseline Rate") of Fifty Thousand Dollars (\$52,050.00) for fiscal year 2022–2023 and Fifty-One Thousand Dollars (\$53,950.00) for fiscal year 2023–2024

(b) **Pass-Through Rate.** In addition to the Baseline Rate, City shall pay to Authority the pass-through rate ("Pass-Through Rate") of Four Thousand Dollars (\$4,000) per fiscal year, of which Two Thousand Dollars (\$2,000) per fiscal year will be paid by Authority to Abode Services ("Abode") for County wide rental assistance services provided by Abode and Two Thousand Dollars (\$2,000) per fiscal year will be paid by Authority to Fair Housing Napa Valley ("Fair Housing") for Countywide fair housing, general housing and counseling services provided by Fair Housing.

(c) **Maximum Annual Compensation.** The total compensation for the Services provided by Authority to the City under this Agreement, including the Baseline Rate and the Pass-Through Rate, shall not exceed \$56,050.00 for fiscal year 2022-2023 or \$57,950.00 for fiscal year 2023-2024 as detailed in the following table:

| COMPENSATION BREAKDOWN                                                                               |                |                |            |
|------------------------------------------------------------------------------------------------------|----------------|----------------|------------|
| Service Provided                                                                                     | FY2022-23 Cost | FY2023-24 Cost | Total Cost |
| HACN Baseline Housing Services (Baseline Rate)                                                       | \$52,050       | \$53,950       | \$106,000  |
| Abode Services - Rental Assistance (Pass-Through Rate)                                               | \$2,000        | \$2,000        | \$4,000    |
| Fair Housing Napa Valley - Fair Housing, General Housing and Counseling Services (Pass-Through Rate) | \$2,000        | \$2,000        | \$4,000    |
| Total Service Cost                                                                                   | \$56,050       | \$57,950       | \$114,000  |

(d) Rate for Additional Services. If the City authorizes Authority to perform services that are not included in the *Scope of Services* set forth in Exhibit "A" ("Additional Services"), Authority will be compensated for the Additional Services on a time and materials basis. The rate for Authority's time for the Additional Services shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Additional Services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Authority costs (direct and indirect) associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority employee performing the Additional Services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

(e) Invoices for Additional Services. Authority will submit a monthly itemized invoice to the City for any Additional Services provided by the Authority during the preceding month. The City will pay the Authority within 30 days after approval of each invoice.

4. **Method of Payment.** The Authority shall provide to City an invoice for payment for the Services on the following dates and in the following amounts:

- (a) On July 1, 2022, an invoice equal to 50% of the Baseline Rate for fiscal year 2022-2023 in the amount of \$26,025.00 plus the Pass-Through Rate for fiscal year 2022-2023 of \$4,000.00 for a total of \$30,025.00; and
- (b) On January 1, 2023, a second invoice for the remaining 50% of the Baseline Rate for fiscal year 2022-2023 in the amount of \$26,025.00.
- (c) On July 1, 2023, a third invoice for 50% of the Baseline Rate for fiscal year 2023-2024 in the amount of \$26,975.00 plus the Pass-Through Rate for fiscal year 2023-2024 in the amount of \$4,000.00 for a total of \$30,975.00; and
- (d) On January 1, 2024, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2023-2024 in the amount of \$26,975.00.

City shall pay the Authority within thirty (30) days following receipt of an invoice.

5. **Independent Contractor.** The Authority shall perform the Services under this Agreement as an independent contractor. The Authority and the officers, agents and employees of Authority are not, and shall not be deemed, City employees for any purpose, including workers' compensation. The Authority shall determine the method and manner by which the Services shall be performed. The Authority and its officers, employees and agents shall not be entitled to any of the benefits accorded to a City employee. City shall not deduct or withhold any amounts whatsoever from the compensation paid to the Authority, including, but not limited to amounts required to be withheld for state and federal taxes. The Authority shall be solely responsible for all such payments.

6. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Authority and its elected and appointed officials, officers, agents and employees from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to City's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, City will not be obligated to indemnify Authority for the proportionate share of the Liability caused by the Authority's active negligence, sole negligence, or willful misconduct. City's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by City, including, but not limited to, workers' compensation insurance.

To the fullest extent permitted by law, Authority shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, agents and employees from and against any Liability of any nature, arising out of, pertaining to, or relating to the Authority's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Authority will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Authority's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Authority, including, but not limited to, workers' compensation insurance.

7. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

9. **Payment for Work upon Expiration or Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, Authority shall be entitled to receive compensation for any satisfactory Services and/or Additional Services provided by the Authority prior to the effective date of the notice subject to the maximum amount set forth in Paragraph 3(b). In the event the termination results in the Authority receiving payment in an amount that exceeds the amount due to Authority for the Services provided under this Agreement, City shall be entitled to receive reimbursement for any overpayment from Authority.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY  
Housing Manager  
Housing Authority of the City of Napa  
P.O. Box 660  
Napa, CA 94559

CITY OF ST. HELENA  
Jim McCann, Interim City Manager  
City of St. Helena  
1572 Railroad Avenue  
St. Helena, CA 94574

12. **Confidentiality.** Confidential information is defined as all information disclosed to the Authority which relates to City past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 15, as directed by the City Manager or designee thereof, or when required by the California Public Records Act, a subpoena or by court order, the Authority shall hold all such information as the Authority may receive, if any, in trust and confidence.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by the Parties.

14. **Compliance with Laws.** In the performance of this Agreement, the Authority shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

15. **Access to Records/Retention.** City shall have access to any books, documents, papers and records of the Authority prepared or obtained by the Authority when providing the Services under this Agreement. Upon expiration or termination of this Agreement the Authority shall return all such records to City unless otherwise directed by City to retain or dispose of such records, except that with the written permission of City, the Authority may keep a copy of such records as long as such copy is maintained in confidence and is returned to City or its successor agency to be destroyed upon notification to Authority that City has authorized destruction of the original records.

16. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

17. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

18. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. **Entirety of Contract.** This Agreement, together with “Exhibits A and B” attached hereto and incorporated herein, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

20. **Counterparts.** This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

21. **Privileges and Immunities.** In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen’s compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties as of the date first above written.

**CITY:**

**CITY OF ST. HELENA, a municipal corporation**

By: \_\_\_\_\_  
GEOFF ELLSWORTH, Mayor, City Council

ATTEST:

By: \_\_\_\_\_  
CINDY TZAFPOULOS, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ETHAN WALSH, City Attorney

**AUTHORITY:**

**HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic**

By: \_\_\_\_\_  
VINCENT SMITH, Deputy Director

ATTEST:

By: \_\_\_\_\_  
TIFFANY CARRANZA, Deputy Authority Secretary

COUNTERSIGNED:

By: \_\_\_\_\_  
JOY RIESENBERG, Deputy City Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MICHAEL BARRETT, Authority General Counsel

**EXHIBIT "A"****Scope of Services**

| WORK PROGRAM                                | DESCRIPTION                                                                                                                                                                                |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. COUNTYWIDE ACTIVITIES</b>             |                                                                                                                                                                                            |
| 1. Section 8 Housing Services               | Administer HUD-funded very low income rental housing assistance program in the City of Napa (88%) and countywide (12%).                                                                    |
| 2. Continuum of Care                        | Participate in Countywide Continuum of Care for delivery of homeless services & projects.                                                                                                  |
| <b>B. STANDARD HOUSING SERVICES</b>         |                                                                                                                                                                                            |
| 1. Regulatory Agreement Monitoring          | Provide annual monitoring of affordable units listed in Exhibit B for compliance with City regulatory agreements.                                                                          |
| 2. Review development projects              | Provide technical assistance reviewing proposed housing developments to maximize affordability and number of affordable housing units.                                                     |
| 3. Loan Servicing                           | Provide loan servicing and owner-occupancy monitoring for HOME rehab loans.                                                                                                                |
| 4. Affordable Housing Regulatory Agreements | Review affordable housing agreements & make recommendations on improvements to the agreement.                                                                                              |
| 5. Annual Meeting with Staff and Council    | Report on housing activities provided under this Agreement each year.                                                                                                                      |
| <b>C. ADDITIONAL HOUSING SERVICES</b>       |                                                                                                                                                                                            |
| 1. Additional Services                      | Additional Services are not covered by this Scope of Work. Authority shall be compensated for any Additional Services mutually agreed to by the parties in accordance with paragraph 3(d). |

**EXHIBIT B - MONITORING  
DETAIL**

| Project                        | Type      | Affordable Units | Task     | Description                                                                                                                                           |
|--------------------------------|-----------|------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Single Family-Ownership</b> |           |                  |          |                                                                                                                                                       |
| Marietta Townhomes             | BMR       | 10               | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database                                |
| Wallis                         | BMR       | 20               | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database                                |
| Magnolia Oaks                  | BMR       | 2                | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database                                |
| Sherwin Project                | BMR       | 1                | Annually | Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database                                |
| HOME Loans                     | Rehab     | 19*              | Annually | Loan servicing & owner occupancy certification, verify insurance and taxes or HCD registration paid. Follow-up when necessary. Update Rehab database. |
| <b>RENTAL HOUSING</b>          |           |                  |          |                                                                                                                                                       |
| 957 Hunt Street                | Studio    | 2                | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.                        |
| 1421 Railroad Avenue           | Apt.      | 1                | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.                        |
| Magnolia Oaks                  | Apt.      | 10               | Annually | Review Property Owners annual report and tenant certification forms for compliance with Regulatory Agreement. Update database.                        |
| Magnolia Oaks                  | 2nd units | 6                | Annually | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.                   |
| Turley Flats                   | Apt.      | 8                | Annually | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.                   |
| Grayson                        | Apt.      | 2                | Annually | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.                   |
| Stonebridge Apts.              | Apt.      | 80               | Annually | Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database.                   |

|                                     |     |            |          |                                                                                                                                                             |
|-------------------------------------|-----|------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional affordable housing units | TBD | up to 16** | Annually | Lease up certification. Mail out project compliance report and review tenant information for compliance with Regulatory Agreement. Update project database. |
|-------------------------------------|-----|------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

\*Number of loans may increase or decrease over the term of the contract

\*\*Affordable units beyond number identified above shall be billed on a time and material basis in accordance with paragraph 3(d)

BMR: Below Market Rate

**HOUSING AUTHORITY'S  
ANNUAL REPORT  
HOUSING SERVICES AGREEMENT  
FY 2020 - 2021**

**CITY OF ST. HELENA**

| WORK PROGRAM ITEM                   | DESCRIPTION                                                                                                                                     | WORK PRODUCED                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. COUNTYWIDE ACTIVITIES</b>     |                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1. Section 8 Housing Services       | HUD funded very low income rental housing assistance program administer Countywide – 84% City of Napa, 1% St. Helena, & 15% elsewhere in County | The Housing Authority of the City of Napa administers a \$15 million Section 8 Housing Choice Voucher program providing 1156 rental assistance vouchers throughout the County of Napa. There are currently 8 households receiving rental assistance in the City of St. Helena.                                                                                                                                                            |
|                                     |                                                                                                                                                 | There is currently one St. Helena household that receives assistance under the Non-Elderly Disabled Persons Voucher Program (NEDS). These special vouchers provide rental assistance to non-elderly persons with disabilities and can be used to rent any market rate unit within Napa County.                                                                                                                                            |
|                                     |                                                                                                                                                 | One household in St. Helena is receiving rental assistance through the Family Unification Program. HACN works in collaboration with the Napa County Child Welfare Services to assist families whose lack of housing places their children outside the home or delays the return of the children to the home. This program also provides transitional housing for youth coming out of foster care to secure appropriate and safe housing.  |
|                                     |                                                                                                                                                 | The Housing Authority was recently awarded 44 Emergency Housing Vouchers under the American Rescue Act. These vouchers can be used county wide and will be available to assist those who are currently homeless or at risk of becoming homeless or those fleeing domestic violence, sexual assault, or human trafficking. The Housing Authority will be working with the County and other local housing agencies to issue these vouchers. |
| Section 8 Housing Services - Cont'd |                                                                                                                                                 | Each household receiving rental assistance vouchers meets annually with a Housing Specialist to re-certify income eligibility and to review program guidelines and regulations. Each housing unit assisted undergoes an annual or a biennial Housing Quality Standards inspection by the Housing Inspector.                                                                                                                               |

**HOUSING AUTHORITY'S  
ANNUAL REPORT  
HOUSING SERVICES AGREEMENT  
FY 2020 - 2021**

| WORK PROGRAM ITEM                   | DESCRIPTION                                                                                                      | WORK PRODUCED                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Continuum of Care                | Act as lead agency for the Countywide Continuum of Care plan for delivery of Homelessness services and projects. | Attended monthly Continuum of Care Committee meetings to represent the City of St. Helena to secure funding from the Federal Department of Housing and Urban Development for the purposes of supporting homeless services and housing programs. This past year HUD renewed all current Continuum of Care Grants in the total amount of \$775,531 to assist the homeless population with case management and rental assistance. |
| <b>B. STANDARD HOUSING SERVICES</b> |                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1. Regulatory Agreement Monitoring  | Provide required annual monitoring of regulatory agreement units.                                                | Mailed out annual owner occupancy certifications to homeowners in the Wallis, Marietta, Magnolia Oaks, and Sherwin affordable housing units. Verified fire insurance placement and coverage and verified the payment of property taxes on each property. Updated database to reflect any changes.                                                                                                                              |
|                                     |                                                                                                                  | Provided annual monitoring on the City's affordable rental housing agreements. Mailed out project compliance reports to owners and reviewed household information for compliance to regulatory agreements.                                                                                                                                                                                                                     |
|                                     |                                                                                                                  | Housing Staff provided technical assistance with the affordability and rent restrictions to the property manager of the Grayson project.                                                                                                                                                                                                                                                                                       |
| 2. Review development projects      | Technical assistance reviewing residential development plans to maximize affordable housing units.               | Housing Staff provided technical assistance with the affordability and rent requirements for the Hunt Avenue project.                                                                                                                                                                                                                                                                                                          |
| 3. Loan Servicing                   | Provide loan servicing and owner-occupancy monitoring for HOME rehab loans.                                      | Annual owner occupancy certification monitoring was conducted on all rehabilitation loans. Verified insurance coverage and property taxes and/or HCD fees were paid.                                                                                                                                                                                                                                                           |
|                                     |                                                                                                                  | Reviewed and processed a subordination request for one below market rate homeowner who refinanced their first mortgage loan.                                                                                                                                                                                                                                                                                                   |

**HOUSING AUTHORITY'S  
ANNUAL REPORT  
HOUSING SERVICES AGREEMENT  
FY 2020 - 2021**

| WORK PROGRAM ITEM                           | DESCRIPTION                                                    | WORK PRODUCED                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Affordable Housing Regulatory Agreements | Review affordable housing agreements and make recommendations  | Housing Manager and staff were available to provide technical assistance. When requested, Housing Manager and/or staff have attended City Council meetings to provide technical assistance.                                                                                                                                               |
| 5. Annual Meeting with Staff and Council    | Report on year's activities                                    | Housing staff has reported and discussed various housing topics and issues with the City staff throughout the year.                                                                                                                                                                                                                       |
| <b>C. ADDITIONAL HOUSING SERVICES</b>       |                                                                |                                                                                                                                                                                                                                                                                                                                           |
| 1. Additional Services                      | HOME Grant Services Agreement - Homeowner Repair Program (OOR) | Since the expiration of the grant in August 2019, the City received two loan repayments totaling \$72,248. Two new loans and homeowner repair projects were completed during this reporting period.                                                                                                                                       |
|                                             |                                                                | During this reporting period, the City was awarded a 2019 HOME Program Grant in the amount of \$500,000 to continue the homeowner repair program. The State has yet to issue the grant contract.                                                                                                                                          |
|                                             |                                                                | All required quarterly and annual reporting was submitted to HCD on behalf of the City consistent with the requirements of the HOME grant program. Annual owner-occupancy monitoring was conducted to confirm assisted units are being owner-occupied and HCD registration is paid current and homeowner's insurance is being maintained. |
|                                             |                                                                | During this reporting period, on behalf of the City a 2020 CDBG grant application was submitted to HCD. The NOFA was over subscribed and the City was not awarded the grant.                                                                                                                                                              |





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject:** Consideration and proposed adoption of a resolution adopting a list of project for Fiscal Year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017.

**CEQA Determination:** Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

**Prepared By:** Mandy Kellogg, Asst. Administrative Services Director

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

**Approved By:** James C. McCann, Interim City Manager

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**BACKGROUND**

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. A percentage of the new Road Maintenance and Rehabilitation Account (RMRA) account funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of RMRA funds in FY 2022-23, the City is required to submit to the California Transportation Commission a list of projects proposed to be funded by July 1, 2022. The list of projects proposed to be funded with these funds shall include:

- A description of the project;
- The location of each proposed project;
- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement.

**DISCUSSION**

The City must adopt by resolution a list of projects proposed to receive fiscal year funding from the RMRA. This is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1. The City is recommending continuing the Downtown Sidewalk and Pedestrian Project and adding the Napa Valley Vine Trail: Gap Closure Yountville to St. Helena Project and the Rectangular Rapid Flash Beacon (RRFB) for Pope Street at College Avenue Project to the FY 2022-23 project list.

The recommended action to adopt the project list will ensure the City continues to receive SB 1 revenues. It is anticipated that the City will receive approximately \$138,364 during FY 2022-23. The SB 1 funds do carryover from year to year and any unused funds can be spent on other City funded projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 and adopted by City Council.

Staff recommends that City Council approve the SB 1 street project list for FY 2022-23 in order to meet the July 1, 2022 deadline.

**FISCAL IMPACT**

SB 1 requires the City to provide an annual general fund Maintenance of Effort (MOE) in the amount of \$314,571. However, the MOE specific expenditures do not need to be reflected in the approved project list. The proposed FY 2022-23 Capital Improvements Plan Budget and proposed FY 2022-23 Operations Budget will include a total of \$379,189 in General Funds for City Streets to meet the MOE requirement of both SB 1 and Measure T funding. There is no additional fiscal impact with the adoption of the resolution approving the RMRA Project List for FY 2022-23.

**RECOMMENDED ACTION**

Adopt a resolution adopting a list of projects for fiscal year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017.

**ATTACHMENTS**

[Resolution - SB 1 Project List](#)

[Exhibit A - FY23 SB1 Project List](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2022-\_\_**

**ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR  
2022/23 FUNDED BY SB1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017.**

**RECITALS**

- A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and
- B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
- C. The City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
- D. The City, will receive an estimated \$134,364 in RMRA funding in Fiscal Year 2022- 23 from SB 1; and
- E. This is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
- F. The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and
- G. The City used a Pavement Management System to assist in developing the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

- H. The funding from SB 1 will help the City maintain and rehabilitate streets, roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and
- I. The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good to excellent condition; and
- J. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide; and
- K. The project is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.

### RESOLUTION

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

- 1. The foregoing recitals are true and correct; and
- 2. The following list of previously proposed projects in Exhibit "A" will be funded in-part or solely with fiscal year 2022/23 Road Maintenance and Rehabilitation Account revenues.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022, by the following vote:

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

APPROVED:

ATTEST:

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

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

Project Details

| Title                                    | Description                                                                                                                                                              | Location                                                                        | Component    | Priority Status    | Est. Schedule |          | Useful |     | Assem | Sentate |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------|--------------------|---------------|----------|--------|-----|-------|---------|
|                                          |                                                                                                                                                                          |                                                                                 |              |                    | Start         | Complete | Min    | Max |       |         |
| Downtown Sidewalk and Pedestrian Project | This project will include: Preliminary Design   Design downtown sidewalk and pedestrain improvements: sidewalk, curb ramps, bulb outs, landscape, furnishing, utilities. | Main Street (Highway 29) from Mitchell Drive to Pine Street                     | Construction | Carried Over 20/21 | 04/2019       | 06/2025  | 15     | 30  | 4     | 3       |
| Napa Valley Vine Trail                   | Gap Closure Yountville to St Helena: Provide paving, crosswalk and curb ramp improvements along the Napa Valley Vine Trail route through the City of St. Helena.         | Mitchell Drive, Oak Avenue, Adams Street and Pratt Avenue in City of St. Helena | Construction | In Progress        | 07/2022       | 06/2024  | 15     | 30  | 4     | 3       |
| RRFB for Pope Street at College Avenue   | Provide paving, crosswalk, pedestrian visibility and curb ramp improvements at the intersection of Pope Street and College Avenue.                                       | Intersection of Pope Street and College Avenue in City of St. Helena.           | Construction | In Progress        | 07/2022       | 06/2023  | 15     | 30  | 4     | 3       |





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject: April 2022 Review and Forecasting of City Water Supply Availability**

**CEQA Exempt  
Determination:**

**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 publishes a monthly water report on the City website ([www.cityofstheleena.org/publicworks/page/water-reports](http://www.cityofstheleena.org/publicworks/page/water-reports)). The report includes the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa. In addition to presenting data on the amount delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included as well as information on rain and temperatures.

On April 27, 2021, the City Council adopted an Urgency Ordinance updating the regulatory requirements for commercial, industrial, and institutional users due to the seasonal nature of their water use. Beginning in June 2021, the updated Phase II allocation for commercial, industrial, and institutional users is 10% less than that user's average water use during the three preceding non-shortage years by month. For current calculations the following years are being used: 2017, 2018, and 2019. This baseline for determining allocations for commercial, industrial, and institutional users also applies in Phase III.

The Urgency Ordinance also updated the basis for which a Phase I, Phase II, or Phase III water emergency is determined from whether the City has sufficient volume of water to meet its needs through November 1st, to whether the City has sufficient volume to

meet its needs through the subsequent May 1st, after making conservative assumptions regarding rainfall during the rainy season based on recent data. The change to the standard allows the City to take into account potentially very low rainfall during the rainy season, and less than full replenishment of the City's water supply storage.

At the City Council meeting of July 27, 2021, the City Council requested City staff enhance the monthly water report to include a forecast of available water supply, consistent with the adopted Urgency Ordinance. This request is consistent with the City's Fiscal Year 2021-22 Council Goal to develop a Comprehensive Water Security Framework, and the recently developed Framework that includes a goal to "Maximize Conservation During Water Emergency" and subtask 1C to "provide customers with comparison of actual vs. projected water demand" as well as Framework Goal Improve Consumer Satisfaction and Confidence" and subtask 3C to "additional analytical tools to improve consumer confidence."

### **DISCUSSION**

City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for April 2022. The water produced for April 2022 is down by 31% when compared to April 2021 and down by 28% when compared to the average of April 2018-2020. The storage in Bell Canyon graph (Attachment 2) shows the water availability forecast for Bell Canyon based on the highest water usage during a non-drought year.

#### **Water Produced or Delivered per Source**

| Source            | Average (2018 - 2020)<br>(Acre-Feet) | April 2021<br>(Acre-Feet) | April 2022<br>(Acre-Feet) |
|-------------------|--------------------------------------|---------------------------|---------------------------|
| Bell Canyon       | 46                                   | 9                         | 21                        |
| Stonebridge Wells | 15                                   | 53                        | 16                        |
| Napa Water        | 48                                   | 52                        | 41                        |
| <b>Total</b>      | <b>109</b>                           | <b>114</b>                | <b>78</b>                 |

Percent change from average of April 2018 - 2020: **-28%**

Percent change from April 2021: **-31%**

### **Continued Water Conservation**

California experienced two consecutive dry years 2020 and 2021, and drought conditions state-wide persist. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February, 2022 and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction does not affect St. Helena as the City has multiple

robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from the Department of Water Resources (DWR) nor does the City anticipate to receive one.

The City is still in drought conditions. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year with Phase I conservation measures in effect. As of May 1, Bell Canyon Reservoir elevation was at 417.69 feet representing approximately 2,062 acre feet (AF) and 86.5% capacity.

Due to the ongoing drought conditions, Phase I Water Emergency remains in effect. Staff will monitor State-wide and local drought conditions and provide updates on a monthly basis.

#### Water Supply Related Projects

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of April, Rutherford Pump Station was producing an average of 0.44 MG/day for a total of 41 acre feet (AF) for the month. As of May 1, 2022, St. Helena has delivered approximately 300 AF from the City of Napa for FY 2021-22.

On May 10, 2022, City Council authorized Amendment No. 5 to the City of Napa Water Supply Agreement. The Amendment will reduce the amount of Base Supply St. Helena is obligated to pay Napa for in FY 2021-22 to 400 Acre Feet. The Unused Water Pursuant to Amendment No. 5 will be available to St. Helena over the course of five fiscal years commencing with FY 2023-24.

#### **FISCAL IMPACT**

Not applicable.

#### **RECOMMENDED ACTION**

Receive and file.

#### **ATTACHMENTS**

[Attachment 1: MWR April 1-30, 2022](#)

[Attachment 2: Storage in Bell Canyon Graph, April 2022](#)

**CITY OF ST. HELENA**  
**MONTHLY WATER REPORT**

CC: CC\_\_X\_\_ PC\_\_X\_\_ FILE\_\_\_\_  
 RECEIVED:\_\_\_\_ BY: \_\_

**April 1 - 30, 2022**

|                       | LOUIS<br>STRALLA<br>WATER PLANT | STONEBRIDGE<br>POTABLE<br>WELLS | SBW<br>IRRIGATION<br>WATER | NAPA WATER   | TK #1 & #2<br>ADJUST |
|-----------------------|---------------------------------|---------------------------------|----------------------------|--------------|----------------------|
| AMOUNT PRODUCED in AF | 20.63                           | 16.13                           | 7.11                       | 40.72        | 0.06                 |
| AMOUNT PRODUCED in MG | 6.72                            | 5.25                            | 2.32                       | 13.27        | 0.02                 |
| <b>PERCENT</b>        | <b>26.6%</b>                    | <b>20.8%</b>                    |                            | <b>52.5%</b> | <b>0.1%</b>          |

**WATER DELIVERY (AGGREGATE)**

|                            | <b>THIS YEAR</b> | <b>LAST YEAR</b> |
|----------------------------|------------------|------------------|
| TOTAL DELIVERY THIS PERIOD | 27.58 MG         | 35.74 MG         |
| MAXIMUM DAILY DELIVERY     | 1.34 MG          | 2.48 MG          |
| MINIMUM DAILY DELIVERY     | 0.40 MG          | 0.11 MG          |
| AVERAGE DAILY DELIVERY     | 0.28 MG          | 1.35 MG          |

**WATER YEAR TOTALS**

|                                   | <b>THIS FISCAL YEAR</b> | <b>%</b>      | <b>LAST FISCAL YEAR</b> | <b>%</b>      |
|-----------------------------------|-------------------------|---------------|-------------------------|---------------|
| LOUIS STRALLA WATER PLANT         | 319.16 AF               | 31.1%         | 570.11 AF               | 40.3%         |
|                                   | 103.96 MG               |               | 185.77 MG               |               |
| NAPA WATER                        | 299.28 AF               | 29.2%         | 402.06 AF               | 28.4%         |
|                                   | 97.49 MG                |               | 131.01 MG               |               |
| STONEBRIDGE POTABLE WELLS         | 406.17 AF               | 39.6%         | 441.06 AF               | 31.2%         |
|                                   | 132.30 MG               |               | 143.71 MG               |               |
| <b>TOTAL WATER DELIVERY (ALL)</b> | <b>1024.61 AF</b>       | <b>100.0%</b> | <b>1413.23 AF</b>       | <b>100.0%</b> |

**SBW IRRIGATION WATER**

|                        | <b>THIS MONTH</b>  | <b>THIS MONTH, LAST YR.</b> |
|------------------------|--------------------|-----------------------------|
| STONEBRIDGE APARTMENTS | 0.21 MG/April 1-30 | 0.01 MG/April 1-30          |
| NAPA VALLEY COLLEGE    | 0.05 MG/April 1-30 | 0.001 MG/April 1-30         |

**WATER ELEVATION, CAPACITY & RAINFALL**

|                                 | <b>THIS FISCAL YEAR</b> | <b>LAST FISCAL YEAR</b> |
|---------------------------------|-------------------------|-------------------------|
| ELEVATION BELL CANYON RESERVOIR | 417.69 FT.              | 401.43 FT.              |
| MONTHLY RISE OR DROP            | -0.81 FT.               | -0.60 FT.               |
| CAPACITY AT END OF PERIOD       | 671.60 MG               | 334.33 MG               |
| PERCENT OF FULL CAPACITY        | 86.5 %                  | 42.0 %                  |
| RAINFALL IN THIS PERIOD         | 1.97 IN                 | 0.09 IN                 |
| TOTAL RAINFALL SEASON TO DATE   | 26.43 IN                | 13.12 IN                |

**TEMPERATURES**

|                       | <b>THIS YEAR</b> | <b>THIS MONTH, LAST YR.</b> |
|-----------------------|------------------|-----------------------------|
| DEGREES IN FAHRENHEIT | 43.2 - 86.7      | 50 - 74.4                   |
| AVERAGE               | 58.2             | 52.6                        |

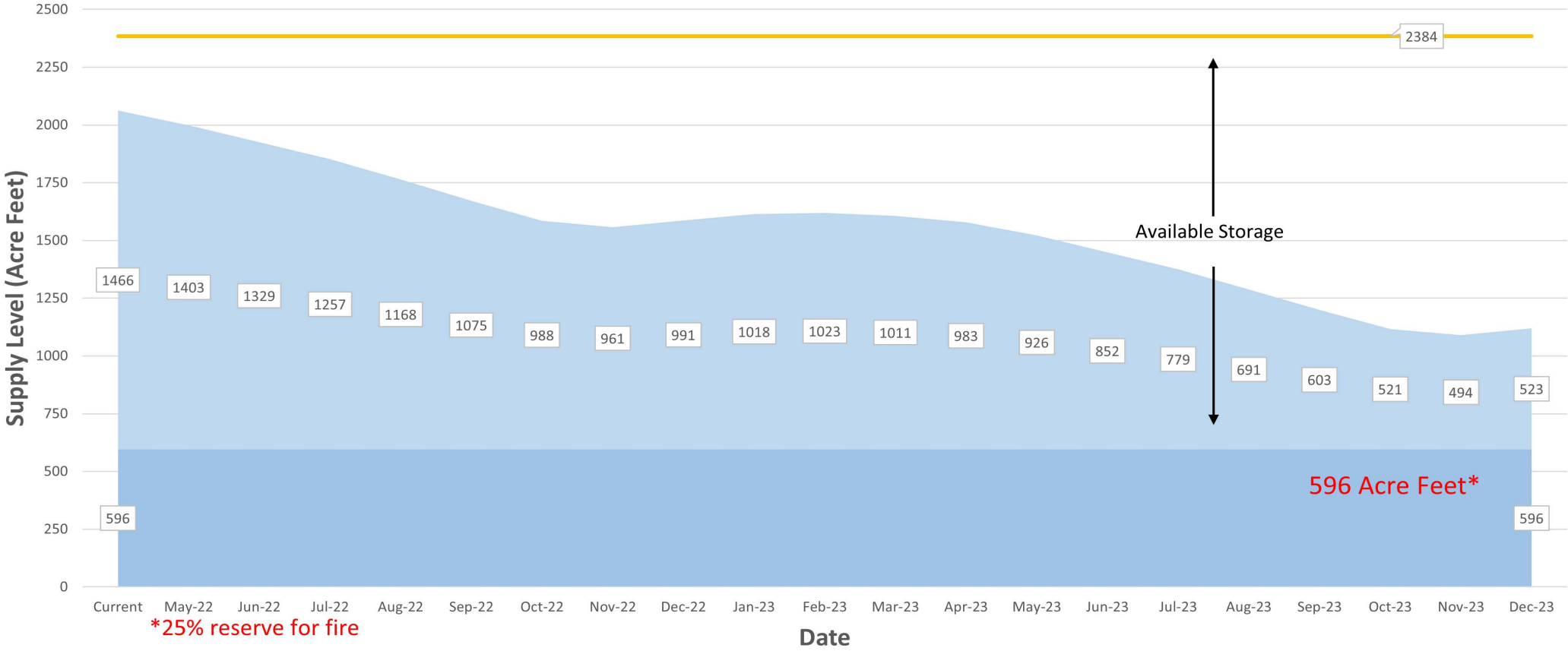
**REMARKS**

City of Napa Water Delivery on Target: RPS producing an average of 0.44 MG/day during April 2022.

DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast  
Assumes: (1) Highest usage during non-drought year (FY2019/20)  
(2) 10" of Rainfall (Lowest Recorded)



\*25% reserve for fire

596 Acre Feet\*

Available Storage

2384





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject:** Consideration and proposed adoption of the following: (1) Resolution approving Change Order #1 and Change Order #2 totaling \$54,840 to the Construction Contract with Got Power doing business as CD & Power STH Contract: FY2021-094 for Emergency Back-up Power Project C20-06 for a total not-to-exceed amount of \$340,595.25 and (2) Resolution accepting the work and final project construction costs of \$340,595.25 and directing the filing of the Notice of Completion for CIP Project C20-06 Emergency Back-up Power

**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**

Following the 2017 October Wildfire Disaster, the City of St. Helena identified risks that had not been previously considered. One risk identified is a PG&E Public Safety Power Shutoff (PSPS). The City has several critical facilities that provide essential services to first responders and the citizens of St. Helena. The City determined it was essential to provide a permanent source of back-up power generation to these critical facilities and minimize the impacts of a future disaster on St. Helena.

On November 12, 2019, the City was awarded Hazard Mitigation Grant Program (HMGP) funds for designated fixed generator for the Library and three generators to serve three utility locations: Flood Control Levee Site, Stonebridge Wells and the Madrone Knoll Pump Station. The total eligible costs are \$647,189, with up to \$485,391.75, or 75%, of the funding coming from HMGP funds.

On December 10, 2019, City Council accepted award of the generator grant and approved a budget for CIP Project No. C20-06 Emergency Back-up Power.

On November 24, 2020, City Council adopted a resolution awarding an equipment purchase agreement with Gonneville, Inc. for a total not to exceed agreement of \$314,544.97 to provide generators for the following locations:

1. Portable Generator - will be located at the rural Madrone Knoll Pump Station and will only be moved during times of maintenance at the facility due to site constraints.
2. Fixed-position Generator - Stonebridge Wells
3. Fixed-position Generator - Flood Control Levee Site
4. Fixed-position Generator - Library

On December 8, 2020, City Council awarded the construction contract to Got Power, Inc. doing business as CD & Power for CIP Project C20-06 Emergency Back-up Power in the amount of \$285,755.25.

#### **DISCUSSION**

CD & Power was awarded the C20-06 Emergency Back-up Power project in the amount of \$285,755.25. The Director of Public Works was authorized to approve change orders (CCO) for construction contingency for unforeseen conditions not to exceed 10% of the construction contract - up to \$28,575.53. During construction, PG&E added installation requirements for the Library generator which necessitated the installation of additional equipment and labor. The Director expedited authorization of two contract change orders totaling \$54,840. The change orders are summarized below:

| <b>Number</b>      | <b>Description</b>                                                                                                                                                                            | <b>Amount</b>       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Contract Amount:   | CD & Power Award of Contract                                                                                                                                                                  | \$285,755.25        |
| CCO #1             | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Electrical modification on main switchboard</li> <li>• Civil and electrical at genset pad site</li> </ul> | \$49,960.00         |
| CCO #2             | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Main circuit board and installation</li> </ul>                                                            | \$4,880.00          |
| <b>TOTAL COSTS</b> |                                                                                                                                                                                               | <b>\$340,595.25</b> |

The above listed Change Orders represent unforeseen requirements placed on the project by PG&E and expedited by the Director to avoid construction delays and additional mobilization costs. However, they represent a contract exceedance of \$54,840 and an authorized budget exceedance of \$26,264.47.

The Director is requesting authorization from Council to accept these quantity balancing change orders retroactively and authorize a budget amendment for a project total of \$340,595.25.

The contractor has delivered the all work including that discussed in the above listed change orders. Public Works Department has inspected the work and found the work to be completed in accordance with the contract documents and the additional PG&E requirements.

City staff recommend that Council authorize the resolution approving the contract change orders, and subsequently accept the improvements and authorize the Director to record a Notice of Completion concerning the project with the Napa County Recorder's Office, release final payment and all undisputed retention to the contractor.

### **FISCAL IMPACT**

The total estimated project expenditures are summarized below:

| <b>C20-06 Emergency Back-up Power Project</b>                        |                       |                        |
|----------------------------------------------------------------------|-----------------------|------------------------|
| <b>Expenditure</b>                                                   | <b>Adopted Budget</b> | <b>Estimated Costs</b> |
| Design                                                               | \$64,719              | \$20,082               |
| Construction - Equipment Purchase                                    | \$314,544.97          | \$299,544.98           |
| Construction - Construction Contract (Installation) with Contingency | \$314,330.78          | \$340,595.25           |
| <b>Total Cost</b>                                                    | <b>\$693,594.75</b>   | <b>\$660,222.23</b>    |

Funding for C20-06 includes a combination of Civic CIP and Hazardous Mitigation Grant Program (HMGP) Funds. The City received \$485,391.75 in HMGP funds for this project.

### **RECOMMENDED ACTION**

Staff recommends City Council adopt the two attached resolutions.

### **ATTACHMENTS**

[Attachment 1: Resolution Change Orders](#)

[Attachment 2: Contract Change Order No. 1](#)

[Attachment 3: Contract Change Order No. 2](#)

[Attachment 4: Resolution NOC](#)

[Attachment 5: C20-06 Emergency Back-up Power NOC](#)

[City Contract Change Order No. 1 CD & Power](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA Authorizing the Director of Public Works to approve Change Order #1 and Change Order #2 totaling \$54,840 to the Construction Contract with Got Power doing business as CD & Power STH Contract: FY2021-094 for Emergency Back-up Power Project C20-06, for a total not to exceed contract amount of \$340,595.25.**

**WHEREAS**, On November 12, 2019, the City was notified the City of St. Helena was approved for HMGP funds for these generators. The total eligible costs are \$647,189, with up to \$485,391.75, or 75%, of the funding coming from HMGP funds; and

**WHEREAS**, On December 10, 2019, City Council accepted award of the generator grant and approved a budget for CIP Project No. C20-06 Emergency Back-up Power; and

**WHEREAS**, On November 24, 2020, City Council adopted a resolution awarding an equipment purchase agreement with Gonneville, Inc. to provide generators for the following locations:

- Portable Generator - will be located at the rural Madrone Knoll Pump Station and will only be moved during times of maintenance at the facility due to site constraints.
- Fixed-position Generator - Stonebridge Wells
- Fixed-position Generator - Flood Control Levee Site
- Fixed-position Generator - Library

**WHEREAS**, On December 8, 2020, the City of St. Helena Council awarded the C20-06 Emergency Back-up

**CITY OF ST. HELENA**

Power Project to Got Power, Inc. doing business as CD & Power in the amount of \$285,755.25, and authorized the Director of Public Works to approve change orders not-to-exceed 10% of the contract amount; and

**WHEREAS**, The current Scope of Services does not include the funds, or the additional work needed to allow CD & Power to make electrical modification on the main switchboard, modifications to civil and electrical at genset pad site, and installation of the main circuit board; and

**WHEREAS**, Change Order #1 is for an additional \$49,960 and Change Order #2 is for an additional \$4,880; and

**WHEREAS**, staff is recommending Change Order #1 and Change Order #2 totaling \$54,840 to the Construction Contract with Got Power doing business as CD & Power STH Contract: FY2021-094 for Emergency Back-up Power Project C20-06, for a total not to exceed contract amount of \$340,595.25.

**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.** That the City Council authorizes the Director of Public Works to approve Change Order #1 and Change Order #2 totaling \$54,840 to the Construction Contract with Got Power doing business as CD & Power STH Contract: FY2021-094 for Emergency Back-up Power Project C20-06, for a total not to exceed contract amount of \$340,595.25.

**SECTION 3.** This Resolution shall become effective immediately.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022, by the following vote:

Mayor Ellsworth:

**CITY OF ST. HELENA**

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hall:

Council Member Hardy:

APPROVED:    ATTEST:

\_\_\_\_\_  
Clerk    Geoff Ellsworth, Mayor    Cindy Tzaopoulos, City



*City of St. Helena*  
*"We will conduct city affairs on behalf of our citizens  
 using an open and creative process."*

1572 Railroad Avenue  
 St. Helena, CA 94574  
 Phone: (707) 967-2792  
 Fax: (707) 963-7748

[www.cityofstheleena.org](http://www.cityofstheleena.org)

## OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

### Contract Change Order #1

**To:** Got Power, Inc. doing business as CD & Power  
 150 Nardi Lane  
 Martínez, CA 94553

**From:** Mark A. Rincón-Ibarra, P.E.  
 Public Works Director/City Engineer

**Date:** 05/20/2022

**Re:** Emergency Back-up Power, CIP Project No. C20-06

---

CD & Power is directed to make the following changes to the Contract documents. You are directed as follows:

#### Additional Work:

CD & Power will provide additional equipment, material, and labor due to unforeseen requirements placed on the project by PG&E. As a result, CD & Power will make electrical modification on the main switchboard and modifications to civil and electrical at genset pad site.

| Number           | Description                                                                                                                                                                                   | Amount       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Contract Amount: | CD & Power Award of Contract                                                                                                                                                                  | \$285,755.25 |
| CCO #1           | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Electrical modification on main switchboard</li> <li>• Civil and electrical at genset pad site</li> </ul> | \$49,960.00  |

#### Adjustment in Compensation:

The compensation of Contract Change Order #1 is for an additional \$49,960 for a new total not-to-exceed amount of \$335,715.25.

#### Working Days

No working days extension will be allowed.

**City of St. Helena**

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, to provide all labor and equipment, furnish all materials, and to perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

| <b>CONTRACTOR ACCEPTANCE BY:</b> |                        |      |
|----------------------------------|------------------------|------|
| SIGNATURE                        | (PRINT NAME AND TITLE) | DATE |
| <br><br><br><br><br>             |                        |      |

| <b>PREPARED BY</b> |                                                                         |      |
|--------------------|-------------------------------------------------------------------------|------|
| SIGNATURE          | (PRINT NAME AND TITLE)                                                  | DATE |
|                    | Mark A. Rincón-Ibarra<br>Director of Public Works<br>City of St. Helena |      |
| <b>APPROVAL BY</b> |                                                                         |      |
| SIGNATURE          | (PRINT NAME AND TITLE)                                                  | DATE |
|                    | James C. McCann<br>Interim City Manager<br>City of St. Helena           |      |



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## OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

### Contract Change Order #2

**To:** Got Power, Inc. doing business as CD & Power  
 150 Nardi Lane  
 Martínez, CA 94553

**From:** Mark A. Rincón-Ibarra, P.E.  
 Public Works Director/City Engineer

**Date:** 05/20/2022

**Re:** Emergency Back-up Power, CIP Project No. C20-06

---

CD & Power is directed to make the following changes to the Contract documents. You are directed as follows:

#### Additional Work:

CD & Power will provide additional equipment, material, and labor due to unforeseen requirements placed on the project by PG&E. As a result, CD & Power are to procure a compatible main circuit board and provide installation services.

| Number             | Description                                                                                                                                                                               | Amount              |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Contract Amount:   | CD & Power Award of Contract                                                                                                                                                              | \$285,755.25        |
| CCO #1             | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>Electrical modification on main switchboard</li> <li>Civil and electrical at genset pad site</li> </ul> | \$49,960.00         |
| CCO #2             | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>Main circuit board and installation</li> </ul>                                                          | \$4,880.00          |
| <b>TOTAL COSTS</b> |                                                                                                                                                                                           | <b>\$340,595.25</b> |

**Adjustment in Compensation:**

The compensation of Contract Change Order #2 is for an additional \$4,880 for a new total not-to-exceed amount of \$340,595.25.

**Working Days**

No working days extension will be allowed.

**City of St. Helena**

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, to provide all labor and equipment, furnish all materials, and to perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

| <b>CONTRACTOR ACCEPTANCE BY:</b> |                        |      |
|----------------------------------|------------------------|------|
| SIGNATURE                        | (PRINT NAME AND TITLE) | DATE |
|                                  |                        |      |

| <b>PREPARED BY</b> |                                                                                                   |      |
|--------------------|---------------------------------------------------------------------------------------------------|------|
| SIGNATURE          | (PRINT NAME AND TITLE)<br>Mark A. Rincón-Ibarra<br>Director of Public Works<br>City of St. Helena | DATE |
|                    |                                                                                                   |      |
| <b>APPROVAL BY</b> |                                                                                                   |      |
| SIGNATURE          | (PRINT NAME AND TITLE)<br>James C. McCann<br>Interim City Manager<br>City of St. Helena           | DATE |
|                    |                                                                                                   |      |

## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2022-**

**Resolution accepting the work and final project construction costs of \$340,595.25 and directing the filing of the Notice of Completion for CIP Project C20-06 Emergency Back-up Power**

### **RECITALS**

- A. The Federal 2017 October Wildfire Disaster declaration opened the opportunity to compete for Hazard Mitigation Grant Program (HMGP) funding.
- B. In July 2018, City staff submitted a Hazard Mitigation Grant Program (HMGP) funding application requesting a designated fixed generator for the Library and three generators to serve three utility locations: Flood Control Levee Site, Stonebridge Wells, and the Madrone Knoll Pump Station; and
- C. On November 12, 2019, the City was awarded HMGP funds for designated fixed generator for the Library and three generators to serve three utility locations: Flood Control Levee Site, Stonebridge Wells and the Madrone Knoll Pump Station. The total eligible costs are \$647,189, with up to \$485,391.75, or 75%, of the funding coming from HMGP funds; and
- D. On December 10, 2019, City Council accepted award of the generator grant and approved a budget for CIP Project No. C20-06 Emergency Back-up Power; and
- E. On November 24, 2020, City Council adopted a resolution awarding an equipment purchase agreement with Gonneville, Inc. for a total not to exceed agreement of \$314,544.97; and
- F. On December 8, 2020, the City of St. Helena Council awarded the C20-06 Emergency Back-up Power Project to Got Power, Inc. doing business as CD & Power in the amount of

\$285,755.25, and authorized the Director of Public Works to approve change orders not-to-exceed 10% of the contract amount; and

- G. During construction, PG&E added installation requirements for the Library generator which necessitated the installation of additional equipment and labor. The Director expedited authorization of two contract change orders totaling \$58,840 as follows:

| Number                              | Description                                                                                                                                                                                   | Amount          |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| CCO #1                              | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Electrical modification on main switchboard</li> <li>• Civil and electrical at genset pad site</li> </ul> | \$49,960        |
| CCO #2                              | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Main circuit board and installation</li> </ul>                                                            | \$4,880         |
| <b>Contract Change Orders Total</b> |                                                                                                                                                                                               | <b>\$54,840</b> |

- G. The final construction contract amount is \$340,595.25, which includes two change orders totaling \$54,840; and
- H. The project has been inspected and CD & Power has completed the work in accordance with the contract documents for the project; and
- I. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to CD & Power.

### RESOLUTION

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

1. The contract entitled C20-06 Emergency Back-up Power, with the final contract amount of \$340,595.25, is accepted as complete, subject to the Contractor, CD & Power, completing the punch list work prior to

the release of the retention, and the Contractor's continuing warranty and other obligations pursuant to the contract.

2. A budget amendment increasing the total project budget to \$340,595.25 is approved and the Director is authorized to accept the Quantity Balancing Change Orders #01 and #02.
3. The Public Works Director/City Engineer is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 2022, by the following vote:

Mayor Ellsworth: \_\_\_\_\_

Vice Mayor Dohring: \_\_\_\_\_

Councilmember Chouteau: \_\_\_\_\_

Councilmember Hall: \_\_\_\_\_

Councilmember Hardy: \_\_\_\_\_

APPROVED:    ATTEST:

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

\_\_\_\_\_  
Cindy Tzafofoulous, City Clerk

|                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------|--|
| <b>Recording Requested By:</b><br>City of St Helena<br>1572 Railroad Avenue<br>St Helena, CA 94574              |  |
| <b>Exempt From Recording Fees Per Government Code Sec. 27383</b>                                                |  |
| <b>When Recorded Mail To:</b><br>City Clerk<br>City of St Helena<br>1572 Railroad Avenue<br>St Helena, CA 94574 |  |

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.
2. The full name and address of the undersigned owner and of any and all co-owners are:

| Name              | Street and No.       | City      | State |
|-------------------|----------------------|-----------|-------|
| City of St Helena | 1572 Railroad Avenue | St Helena | CA    |

3. Work or Improvement on the property hereinafter described as the C20-06 Emergency Back-up Power project was completed and accepted by the City of St. Helena City Council on May 24, 2022.
4. The work done was: procure and install generators for the Madrone Knoll Pump Station, Stonebridge Wells and Flood Control Site to ensure fully operational utility and flood control during natural disasters and/or power outages that are otherwise out of the control of the City and its residents. Procure and install a fixed generator at the City Library to provide a fully functional location for the community to gather for disaster related information, safety from potentially dangerous conditions, and support charging stations.
5. The name of the original contractor for the work of improvement as a whole was: Got Power, Inc. doing business as CD & Power.
6. The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: Portable Generator located at Madrone Knoll Pump Station (APN 025-352-020). Fixed-position Generators at City Library (1492 Library Lane); Flood Control Levee Site (APN 009-030-056); and Stonebridge Wells (APN 009-070-027).

By: \_\_\_\_\_  
 Owner's Authorized Agent's Signature  
 Mark A. Rincón-Ibarra, PE Public Works Director/City Engineer

**VERIFICATION**

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under the penalty of perjury that the above is true and correct.

Executed at St. Helena, California, this 24<sup>th</sup> day of May, 2022.

City of St. Helena

\_\_\_\_\_  
Mark A. Rincón-Ibarra, Public Works Director



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## OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

### Contract Change Order #1

**To:** Got Power, Inc. doing business as CD & Power  
 150 Nardi Lane  
 Martínez, CA 94553

**From:** Mark A. Rincón-Ibarra, P.E.  
 Public Works Director/City Engineer

**Date:** 05/20/2022

**Re:** Emergency Back-up Power, CIP Project No. C20-06

---

CD & Power is directed to make the following changes to the Contract documents. You are directed as follows:

#### Additional Work:

CD & Power will provide additional equipment, material, and labor due to unforeseen requirements placed on the project by PG&E. As a result, CD & Power will make electrical modification on the main switchboard and modifications to civil and electrical at genset pad site.

| Number           | Description                                                                                                                                                                                   | Amount       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Contract Amount: | CD & Power Award of Contract                                                                                                                                                                  | \$285,755.25 |
| CCO #1           | Additional Equipment, Material, and Labor: <ul style="list-style-type: none"> <li>• Electrical modification on main switchboard</li> <li>• Civil and electrical at genset pad site</li> </ul> | \$49,960.00  |

#### Adjustment in Compensation:

The compensation of Contract Change Order #1 is for an additional \$49,960 for a new total not-to-exceed amount of \$335,715.25.

#### Working Days

No working days extension will be allowed.

**City of St. Helena**

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, to provide all labor and equipment, furnish all materials, and to perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

| <b>CONTRACTOR ACCEPTANCE BY:</b> |                        |      |
|----------------------------------|------------------------|------|
| SIGNATURE                        | (PRINT NAME AND TITLE) | DATE |
| <br><br><br><br><br>             |                        |      |

| <b>PREPARED BY</b> |                                                                         |      |
|--------------------|-------------------------------------------------------------------------|------|
| SIGNATURE          | (PRINT NAME AND TITLE)                                                  | DATE |
|                    | Mark A. Rincón-Ibarra<br>Director of Public Works<br>City of St. Helena |      |
| <b>APPROVAL BY</b> |                                                                         |      |
| SIGNATURE          | (PRINT NAME AND TITLE)                                                  | DATE |
|                    | James C. McCann<br>Interim City Manager<br>City of St. Helena           |      |





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: CONSENT ITEMS**

**Subject: Consideration and Proposed Approval of a Resolution Authorizing:**

**(1) Job Classifications, Job Descriptions, and Salary Scales for the following positions: Assistant City Manager and Treatment Plant Manager; and**

**(2) The Addition of Three Full-Time Equivalent Positions Effective Immediately as follows: (a) Assistant City Manager, (b) Management Analyst/Senior Management Analyst for the Administrative Services Department, and (c) Treatment Plant Operator.**

**CEQA Determination:** Not a CEQA project

**Prepared By:** James C. McCann, Interim City Manager

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

**Approved By:** James C. McCann, Interim City Manager

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**BACKGROUND**

The City of St. Helena is a full-service city with an inordinate number of complex demands before it. The City Council has adopted a comprehensive set of six goals to guide Council and staff efforts over coming years. The Council Goals have 39 implementing actions or projects which together, constitutes the City Council's immediate three-year Work Plan. Important and meaningful progress has been made on almost all the Work Plan projects, but sustained momentum is seriously impeded by virtue of staffing levels insufficient to manage and advance the complex projects and initiatives. Our staff and administrative functions, at many levels of the organization, are taxed and in need of support. The City Council has recognized the need to bolster staff resources and has adopted in Goal 3 of

the Work Plan a commitment to “Enhance Organizational Performance...” to direct attention and action to this need.

The City Council and community desires and expectations have grown over time both in volume and complexity. The demand for services related to strategic planning, infrastructure repair and capital project delivery, financial planning and services, community engagement, and special project stewardship has significantly increased while our staffing model and levels has remained unchanged and support positions frozen due to COVID economic considerations.

This report recommends immediate authorization to allow critical staff resources to be added, which will respond to Goal 3 and substantially enhance our capability to execute and deliver the elements of the City Council’s Work Plan. The key positions will greatly improve organizational efficiency and provide succession opportunities for our very talented and highly valued employees.

## **DISCUSSION**

I recommend that the City Council authorize the filling of three full time positions:

- Assistant City Manager
- Management Analyst (Finance Division)
- Treatment Plant Manager

### **Assistant City Manager**

At the February 22, 2022, City Council meeting Council noted that there are many critical needs, initiatives and projects before the City and that it is imperative to ensure that organizational capacity exists to assist the City Manager with the delivery of these important items while concurrently focusing on high quality day-to-day management of municipal matters. At this time Council directed staff to explore the efficacy and financial feasibility of an Assistant City Manager position.

Staff has prepared a recommend job description (Attachment 1) for Council consideration and approval. The salary range for this position is recommended to be \$172,768 to \$210,000 annually commensurate with ranges in similar communities.

### **Management Analyst**

Over the years, the Finance Division responsibilities have shifted dramatically which has substantially increased the workload and reporting requirements for both the annual financial audit, as well as granting agency requirements. Staff has explored options to better suit the needs of the Administrative Services Department, in particular, the Finance Division. In exploring options for the department, staff reviewed the nature of the division’s increased workload due to increased grant activity, robust City Council Work Plan, the need for advanced-level financial forecasting and strategic financial plan development, development and implementation and monitoring of complex utility rate structures, exploration and implementation of financing tools to address capital projects

and operational needs, multiple declared emergencies, and the desire to continue to produce quality work within the standards of the Government Finance Officers Association (GFOA) and Generally Accepted Accounting Principles (GAAP), as well as follow directives given by the Government Accounting Standards Board (GASB), in addition to the day-to-day financial operations of a full-service small city.

Based on this analysis, I recommend adding one FTE Management Analyst to the Administrative Services Department. While this position will have a focus on the Finance Division, they may be utilized in other areas of Administrative Services (or other departments) based on need. Both the Management Analyst and Senior Management Analyst positions are already among the City's recognized "adopted" positions (with approved job classifications and salary ranges). Placement into either the Management Analyst or Senior Management Analysis position will be dependent on qualifications of candidates; a Senior Analyst is preferred.

#### Treatment Plant Manager

The City of St. Helena operates both Water Treatment Plant and Wastewater Treatment Plant facilities. Table 1 provides a summary of the current staffing positions for each facility. As the Council is aware the City has faced severe challenges in recruiting operators due to shortages of licensed operators and is relying upon a private contractor to fulfill many of our water and wastewater systems operations.

We foresee operational efficiencies with the future reuse of treated wastewater, which will be possible upon completion of the Wastewater Treatment Plant upgrade project. With the reuse of treated wastewater, elements of our utility systems will have combined or shared uses. Therefore, water and wastewater systems operations will be able to be better combined for redundancy and cross training purposes. Given these conditions, staff recommends the creation of a Treatment Plant Manager classification which would have the necessary certifications for both water and wastewater treatment and distribution systems is desired and will enhance operational and management efficiencies. Further, we believe that recruiting for this position is more favorable than alternate positions.

Table 1

| Water Treatment Plant      | Wastewater Treatment Plant                |
|----------------------------|-------------------------------------------|
| Chief Water Plant Operator | Chief Wastewater Treatment Plant Operator |
| Operator III               | Operator II                               |
| Operator I/II              | Operator I                                |

This alternative staffing model is similar to the former Utility Manager Position, which existed in our organization prior to 2018. Like the previous position, this person will be the point of contact of all water and wastewater regulatory agencies and will ensure that all components for certification, permits, and regulatory orders related to water production and wastewater treatment are compliant. In addition, the incumbent will plan, organize, direct and review the activities associated with water and wastewater treatment and water

reuse operations in the Public Works Department, including maintenance and repair related projects.

Providing opportunities to become licensed in both water and wastewater treatment is a benefit for both the employer and employee. The alternative staffing model creates an additional opportunity to allocate the after-hours on-call responsibilities to staff, thus providing an opportunity for our employees to detach from work. Similarly, this staffing model creates career growth opportunities and allows for cross-training which is vital for continuous operations. The salary range for this position is recommended to be \$102,713 to \$124,848 annually, which is comparable to the Public Works Operations Manager and Senior Civil Engineer positions.

The recommended job description is included as Attachment 2.

Attachment 3 is the current Executive Management Salary Schedule with the addition of the Assistant City Manager position and Attachment 4 is the current Mid-Management Salary Schedule with the addition of the Treatment Manager position.

#### **FISCAL IMPACT**

There is no fiscal impact to the approval of this resolution. While the authorization for the new positions is effective immediately, it is anticipated the costs for the positions can be absorbed within the current FY 2021-22 budget due to salary savings from existing, vacant positions as well as timing for the appointment of the three positions.

The Assistant City Manager, Management Analyst/Senior Management Analyst, and Treatment Plant Manager positions will be included in the FY 2022-23 draft budget.

#### **RECOMMENDED ACTION**

Approval of the attached resolution.

#### **ATTACHMENTS**

[Attachment 1 - Assistant City Manager Job Description](#)

[Attachment 2 - Treatment Plant Manager Job Description](#)

[Attachment 3 - FY21-22 Salary Schedule Executive Management](#)

[Attachment 4 - FY21-22 Salary Schedule Mid-Management](#)

[Attachment 5 - Staffing Positions Resolution](#)



**CITY OF ST. HELENA  
ASSISTANT CITY MANAGER**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under the administrative direction of the City Manager, the Assistant City Manager plans, organizes, directs, and reviews the activities and operations of assigned City department and/or City operations; coordinates assigned activities with City departments and outside agencies; oversees complex and special projects involving the interests of multiple City departments and coordination with other governmental agencies, the private sector, and/or the general public; formulates, coordinates, and manages the development and implementation of City policies; and provides highly responsible and complex support to the City Manager.

**DISTINGUISHING CHARACTERISTICS:**

The **Assistant City Manager** reports to the City Manager and is responsible for the administration and coordination of department programs, services, and activities; high-level administrative duties, including legislative analysis, internal organizational issues, and representing the City on outside committees; researches, implements, and maintain projects of special nature that have citywide significance such as special projects involving water, housing, and economic development and serve as Acting City Manager when assigned.

**SUPERVISION RECEIVED/EXERCISED:**

Exercises direct supervision over assigned management, supervisory, professional, technical, and administrative support staff.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

Develop, plan, and implement department goals and objectives; develop, recommend, and administer policies and procedures.

Coordinate operational activities among City departments and with outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee, and participate in the development of assigned department and/or operation's work plan; assign work activities, projects, and programs; monitor workflow;

Assistant City Manager |



review and evaluate work products, methods, and procedures.

Supervise and participate in the development and administration of the annual budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement mid-year adjustments.

Select, train, motivate, and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Confer with and advise the City Manager and City Council on specific issues and programs.

Develop and implement ongoing City programs, including those requiring interagency liaison.

Develop, coordinate, and implement a variety of short-term projects, such as capital improvements, ordinance development and developing funding alternatives.

Manage City franchise services; resolve citizen complaints related to franchise providers and/or other City services.

Monitor legislative activities, evaluate their effect upon City services, prepare alternatives for dealing with issues and implement policy and procedural changes where required.

Represent the City to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

#### **WORKING CONDITIONS:**

Position requires on a continuous basis, sit at a desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Acute hearing is required when providing phone and personal service.

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This position requires work in the evening hours to attend meetings and occasionally on the weekends for special meetings or events.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the required knowledge, skills, and abilities necessary for the **Assistant City Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of seven years of increasingly responsible experience in municipal services; including three years of administrative and management responsibility, and equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, finance, or a related field. A Master's degree is preferred.

**License/Certificate:**

Possession of a valid California Class C Driver License may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

**KNOWLEDGE/SKILLS/ABILITIES:** *(The following are a representative sample of the KSA's necessary to perform essential duties of the position.)*

**Knowledge of:**

Principles and practices of municipal services.

Principles and practices of leadership, motivation, team building, and conflict resolution.

Pertinent local, state, and federal laws, rules, and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration, and personnel management.

Principles and practices of budget preparation and administration.

**Skill to:**

Operate an office computer and a variety of word processing, spreadsheet, and other



software applications.

**Ability to:**

Plan, direct and control the administration of assigned department and/or operations.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes, and procedures; observe performance and evaluate staff; problem solve department related issues; and explain and interpret policy.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply City and department policies, procedures, rules, and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.



## CITY OF ST. HELENA

### Treatment Plant Manager

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

#### DEFINITION:

Under administrative direction, plans, organizes, and directs the operation and control of the potable and recycled water production and wastewater treatment for the City; researches and prepares a variety of studies and reports regarding the District's short and long-term water operations, production, treatment, storage, potable water intertie, energy savings, Supervisory Control and Data Acquisition System (SCADA), and operational plans; performs related duties as assigned.

#### DISTINGUISHING CHARACTERISTICS:

The **Water/Wastewater Plant Manager** reports to the Public Works Director (City Engineer), or the Assistant Public Works Director in their absence and is responsible for planning, coordinating, and directing the operation, maintenance, and control of the potable water treatment, the City of Napa water intertie, the wastewater treatment, and the recycled water systems. This includes production, treatment, storage, and transmission facilities within the service area. This position in this classification will be assigned water production and wastewater treatment responsibilities and are required to hold state certifications as indicated below. The work of this class is complex and involves significant coordination, accountability, and decision-making responsibilities.

#### SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Public Works Director (City Engineer). Exercises direct supervision over assigned engineering staff, as well as indirect supervision and technical assistant to other supporting staff within the Public Works Department.

#### ESSENTIAL FUNCTIONS: (Include, but are not limited to, the following.)

- Plans, organizes, controls, integrates, and evaluates the work of assigned staff; with staff, develops, implements, and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and



evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.

- Plans, organizes, directs and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; subject to management concurrence, takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City personnel rules, policies and labor contract provisions.
- Responsible for preparing, verifying, submitting, and certifying reports to regulatory authorities on an ongoing basis.
- Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment that supports achieving the department's and the City's mission, strategic plan, objectives, and values.
- Participates in the preparation of the Water Enterprise and Sewer Enterprise annual operating and capital outlay budget requests; monitors expenditures against goals and objectives; directs budgetary changes to meet changing conditions.
- Prepares special and recurring studies and reports; develops recommendations to improve the operation of the City's water/wastewater/recycled water production, treatment, storage, transmission and distribution systems and facilities; coordinates division activities with other divisions, departments, and agencies.
- Ensures compliance of unit work to pertinent codes, regulations, and guidelines.
- Confers with and advises City staff regarding water, wastewater, and recycled water production, treatment, storage, transmission and distribution needs and requirements.
- Reviews and coordinates with appropriate personnel the implementation of local, state, and federal laws and regulations regarding water, wastewater, and recycled water production, treatment, storage, transmission and distribution.
- Participates in the analysis of trends such as population growth and the development of strategies to meet and serve expanding community needs.
- Researches and monitors technical developments in techniques, equipment, supplies, and material used in the monitoring, energy efficiency, production, treatment, storage, transmission and distribution or collection of potable and recycled water, and wastewater.



- Coordinates water production and distribution activities with all water sources, including the City of Napa Water Intertie; participates in the development and implementation of strategies and plans to ensure all major water production, treatment, storage, and distribution systems, equipment and facilities are operable during peak water use periods.
- Coordinates wastewater treatment activities. Participates in the development and implementation of strategies and plans to ensure all wastewater treatment, recycled water production, storage, and distribution systems, equipment and facilities are operable during peak water use periods.
- Ensures preparation of daily water production and weekly recycled water production reports, coordinates water sources to meet water demands; evaluates display screens to verify functionality and accuracy of telemetry signals, evaluate pump plants and set pump rotation sequence and set points.
- Coordinates groundwater pumping and treatment and operates the groundwater source as established by resource management rules.
- Participates in the development and implementation of enhancements, modifications, upgrades and improvements to the distribution system's SCADA; plans, schedules and supervises the work of central control personnel.
- Implements City's goal of water supply source and energy efficient operation; ensures compliance with production restrictions specified by agreements; ensures adequate and
- appropriate quality water and recycled water is available and delivered; ensures maintenance and updating of operational plans; prepares daily and monthly reports and ensures compliance with appropriate uses of water and recycled water, report and monitor blending of different sources of water.
- Ensures the City's safety program and goals are implemented and carried out in the Water Operations Division and Wastewater Operations Division; develops and proposes safety requirements to be carried out in both divisions.
- Reviews design plans and specifications for water, wastewater, and recycled water system facilities to ensure conformance with operations and maintenance needs.
- Applies continuous improvement principles in the deployment of department business plans, processes and performance measures, ensuring that they align with City's Strategies and Operational Plans.



- Participates in departmental performance assessments and the system of continuous improvements and effectively integrates and evaluates the linkages between the City's key value creation and support processes and related key performance indices.
- Ensures effectiveness of the business processes undertaken by the department and divisions.
- Defines customer service segments being served and establishes processes to obtain feedback to improve performance.
- Develops, maintains, and utilizes departmental performance indicators in making decisions; establishes performance criteria for assigned staff; ensures a thorough understanding of the Strategic Planning Cycle with each individual's responsibility associated with the cycle.
- The incumbent, while exercising their authority, shall abide by and promote the City's values and beliefs and adhere to the City's ethics policy.
- Make presentations to the City Council, commissions, and public.
- Performs related duties as required.

#### **WORKING CONDITIONS:**

Position requires sitting, standing, walking on level, uneven and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movements in the performance of daily duties. The positions may require both near and far vision when operating assigned equipment, and acute hearing in both the office and

the field. The ability to lift, carry, and push tools, equipment and supplies weighing up to 100 pounds may be required. Incumbents may work outdoors and be exposed to rain, heat, cold, fumes, dust chemicals, air contaminants, and moisture. In the Water Department, the nature of the work may require incumbents to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions, and work in and around confined spaces.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*



**Education and Experience:**

A combination of education, training and/or experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge and abilities would be equivalent to a bachelor's degree in water science; civil, mechanical, or related engineering; public or business administration, or a closely related field, and four years of progressively responsible experience in the operation of water and/or wastewater production treatment, storage and transmission system related utility operations, water/wastewater compliance experience, public works, or a related field, including two years of administrative and supervisory responsibility.

**License/Certificate:**

Possession of or the ability to obtain, a valid class C California driver's license and:  
 Possession of a State of California Water Distribution Operator Certificate, Grade II (D2).  
 Possession of a State of California Water Treatment Operator Certificate, Grade V (T5).  
 Possession of a State of California Wastewater Treatment Operator Certificate, Grade III.

**KNOWLEDGE/SKILLS/ABILITIES:** *(The following are a representative sample of the KSA's necessary to perform essential duties of the position.)*

**Knowledge of:**

Principles, methods, practices, techniques and equipment common to the operation and maintenance of a complex water treatment, wastewater treatment, recycled water treatment, potable water storage, potable water and recycled water transmission and distribution system; computers, SCADA, and their applicability; local, state and federal laws and regulations pertaining to the operation of a potable and recycled water system, wastewater treatment, including the Safe Drinking Water Act and EPA regulations; administrative principles and methods including goal setting, program development and implementation, employee supervision; principles and practices of budget preparation and administration; methods, practices, tools and equipment common to the construction and public works related trades and crafts; safety regulations, safe work practices and safety equipment related to the work; codes, regulations and guidelines pertaining to the work; computer applications related to the work; principles and practices of effective management and supervision; office and records management practices and procedures; principles and practices of sound business communication; District personnel rules, policies and labor contract provisions.

**Skill to:**

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

**Ability to:**



Plan, assign, direct and coordinate a variety of functional specialties with overlapping work areas, manage and direct a large water distribution program; select, motivate and evaluate staff and provide for their training and development; prepare, administer and monitor a division budget; analyze complex operational and administrative problems, evaluate alternatives and recommend or implement effective courses of action; develop and implement goals, objectives, policies, procedures, work standards and management controls; exercise sound independent judgment within general policy guidelines; establish and maintain effective working relationships with City managers, staff, contractors, consultants, vendors and others encountered in the course of work; use tact, discretion and diplomacy in dealing with sensitive situations and concerned people and customers, both internal and external; understand, interpret, explain and apply City, local, state and federal laws and regulations applicable to areas of responsibility. The means and methods for developing strategic goals and performance standards; practices of process mapping (control); practices of structured problem solving; the Strategic Planning Cycle (capital improvements) and the various responsibilities within that cycle.

Apply the means and methods for developing strategic goals and performance standards; practices of process mapping (control); practices of structured problem solving; the Strategic Planning Cycle (capital improvements) and the various responsibilities within that cycle.

Manage department operations and its key processes; define and explain key processes and process requirements within the department; develop and manage capital improvement projects; develop and maintain continuous improvement in all areas of operations; develop and monitor performance standards for all divisions within the department; ensure department goals and objectives are aligned with other departments, branches, and the District as a whole; track and monitor department performance; and make sound decisions based on departmental performance indicators.

**CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE**

**Executive Management - Department Heads**

**Approved and Adopted May 24, 2022**

<sup>(1)</sup> Includes addition of Assistant City Manager position effective May 24, 2022.

**FY 2021-2022**

| Position                              | Timebase* | Steps   |         |         |         |         |
|---------------------------------------|-----------|---------|---------|---------|---------|---------|
|                                       |           | A       | B       | C       | D       | E       |
| City Clerk                            | Annual    | 103,871 | 109,064 | 114,517 | 120,243 | 126,255 |
|                                       | Monthly   | 8,656   | 9,089   | 9,543   | 10,020  | 10,521  |
|                                       | Hourly    | 49.94   | 52.43   | 55.06   | 57.81   | 60.70   |
| Library Director                      | Annual    | 124,833 | 131,074 | 137,628 | 144,509 | 151,735 |
|                                       | Monthly   | 10,403  | 10,923  | 11,469  | 12,042  | 12,645  |
|                                       | Hourly    | 60.02   | 63.02   | 66.17   | 69.48   | 72.95   |
| Parks & Recreation Director           | Annual    | 126,426 | 132,747 | 139,385 | 146,354 | 153,672 |
|                                       | Monthly   | 10,535  | 11,062  | 11,615  | 12,196  | 12,806  |
|                                       | Hourly    | 60.78   | 63.82   | 67.01   | 70.36   | 73.88   |
| Administrative Services Director      | Annual    | 136,412 | 143,233 | 150,394 | 157,914 | 165,810 |
|                                       | Monthly   | 11,368  | 11,936  | 12,533  | 13,159  | 13,817  |
|                                       | Hourly    | 65.58   | 68.86   | 72.30   | 75.92   | 79.72   |
| Planning & Building Director          | Annual    | 139,909 | 146,905 | 154,250 | 161,963 | 170,061 |
|                                       | Monthly   | 11,659  | 12,242  | 12,854  | 13,497  | 14,172  |
|                                       | Hourly    | 67.26   | 70.63   | 74.16   | 77.87   | 81.76   |
| Fire Chief <sup>(2)</sup>             | Annual    |         |         |         |         | 176,800 |
|                                       | Monthly   |         |         |         |         | 14,733  |
|                                       | Hourly    |         |         |         |         | 85.00   |
| Police Chief                          | Annual    | 148,786 | 156,226 | 164,037 | 172,239 | 180,851 |
|                                       | Monthly   | 12,399  | 13,019  | 13,670  | 14,353  | 15,071  |
|                                       | Hourly    | 71.53   | 75.11   | 78.86   | 82.81   | 86.95   |
| Public Works Director                 | Annual    | 151,792 | 159,382 | 167,351 | 175,719 | 184,505 |
|                                       | Monthly   | 12,649  | 13,282  | 13,946  | 14,643  | 15,375  |
|                                       | Hourly    | 72.98   | 76.63   | 80.46   | 84.48   | 88.70   |
| Assistant City Manager <sup>(1)</sup> | Annual    | 172,768 | 181,406 | 190,476 | 200,000 | 210,000 |
|                                       | Monthly   | 14,397  | 15,117  | 15,873  | 16,667  | 17,500  |
|                                       | Hourly    | 83.06   | 87.21   | 91.58   | 96.15   | 100.96  |
| City Manager <sup>(2) (3)</sup>       | Annual    |         |         |         |         | 196,526 |
|                                       | Monthly   |         |         |         |         | 16,377  |
|                                       | Hourly    |         |         |         |         | 94.48   |

<sup>(3)</sup> Salaries do not have a scale.

<sup>(3)</sup> Salary is currently under negotiation.

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

**CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE**

**Mid-Management Exempt**

Approved and Adopted May 24, 2022

<sup>(2)</sup> Addition of Treatment Manager position effective May 24, 2022.

**FY 2021-2022**

| Position                                                  | Timebase* | Steps   |         |         |         |         |
|-----------------------------------------------------------|-----------|---------|---------|---------|---------|---------|
|                                                           |           | A       | B       | C       | D       | E       |
| Management Analyst                                        | Annual    | 79,428  | 83,400  | 87,570  | 91,948  | 96,546  |
|                                                           | Monthly   | 6,619   | 6,950   | 7,297   | 7,662   | 8,045   |
|                                                           | Hourly    | 38.19   | 40.10   | 42.10   | 44.21   | 46.42   |
| Senior Management Analyst                                 | Annual    | 86,852  | 91,195  | 95,754  | 100,542 | 105,569 |
|                                                           | Monthly   | 7,238   | 7,600   | 7,980   | 8,379   | 8,797   |
|                                                           | Hourly    | 41.76   | 43.84   | 46.04   | 48.34   | 50.75   |
| Public Works Assistant Operations Manager                 | Annual    | 92,237  | 96,848  | 101,691 | 106,775 | 112,114 |
|                                                           | Monthly   | 7,686   | 8,071   | 8,474   | 8,898   | 9,343   |
|                                                           | Hourly    | 44.34   | 46.56   | 48.89   | 51.33   | 53.90   |
| Senior Planner                                            | Annual    | 94,522  | 99,248  | 104,211 | 109,421 | 114,893 |
|                                                           | Monthly   | 7,877   | 8,271   | 8,684   | 9,118   | 9,574   |
|                                                           | Hourly    | 45.44   | 47.72   | 50.10   | 52.61   | 55.24   |
| Public Works Operations Manager                           | Annual    | 101,277 | 106,341 | 111,658 | 117,241 | 123,103 |
|                                                           | Monthly   | 8,440   | 8,862   | 9,305   | 9,770   | 10,259  |
|                                                           | Hourly    | 48.69   | 51.13   | 53.68   | 56.37   | 59.18   |
| Senior Civil Engineer                                     | Annual    | 102,713 | 107,849 | 113,241 | 118,903 | 124,848 |
|                                                           | Monthly   | 8,559   | 8,987   | 9,437   | 9,909   | 10,404  |
|                                                           | Hourly    | 49.38   | 51.85   | 54.44   | 57.16   | 60.02   |
| Treatment Manager <sup>(2)</sup><br><i>New Position</i>   | Annual    | 102,713 | 107,849 | 113,241 | 118,903 | 124,848 |
|                                                           | Monthly   | 8,559   | 8,987   | 9,437   | 9,909   | 10,404  |
|                                                           | Hourly    | 49.38   | 51.85   | 54.44   | 57.16   | 60.02   |
| Lieutenant                                                | Annual    | 107,001 | 112,351 | 117,969 | 123,867 | 130,060 |
|                                                           | Monthly   | 8,917   | 9,363   | 9,831   | 10,322  | 10,838  |
|                                                           | Hourly    | 51.44   | 54.01   | 56.72   | 59.55   | 62.53   |
| Chief Building Official                                   | Annual    | 111,181 | 116,740 | 122,577 | 128,706 | 135,141 |
|                                                           | Monthly   | 9,265   | 9,728   | 10,215  | 10,725  | 11,262  |
|                                                           | Hourly    | 53.45   | 56.13   | 58.93   | 61.88   | 64.97   |
| Assistant Public Works Director                           | Annual    | 121,428 | 127,499 | 133,874 | 140,568 | 147,596 |
|                                                           | Monthly   | 10,119  | 10,625  | 11,156  | 11,714  | 12,300  |
|                                                           | Hourly    | 58.38   | 61.30   | 64.36   | 67.58   | 70.96   |
| <b><u>Confidential Positions</u></b>                      |           |         |         |         |         |         |
| Assistant to City Manager <sup>(1)</sup>                  | Annual    | 101,277 | 106,341 | 111,658 | 117,241 | 123,103 |
|                                                           | Monthly   | 8,440   | 8,862   | 9,305   | 9,770   | 10,259  |
|                                                           | Hourly    | 48.69   | 51.13   | 53.68   | 56.37   | 59.18   |
| Finance Manager <sup>(1)</sup>                            | Annual    | 101,277 | 106,341 | 111,658 | 117,241 | 123,103 |
|                                                           | Monthly   | 8,440   | 8,862   | 9,305   | 9,770   | 10,259  |
|                                                           | Hourly    | 48.69   | 51.13   | 53.68   | 56.37   | 59.18   |
| Human Resources Manager <sup>(1)</sup>                    | Annual    | 101,277 | 106,341 | 111,658 | 117,241 | 123,103 |
|                                                           | Monthly   | 8,440   | 8,862   | 9,305   | 9,770   | 10,259  |
|                                                           | Hourly    | 48.69   | 51.13   | 53.68   | 56.37   | 59.18   |
| Assistant Administrative Services Director <sup>(1)</sup> | Annual    | 109,135 | 114,592 | 120,321 | 126,337 | 132,654 |
|                                                           | Monthly   | 9,095   | 9,549   | 10,027  | 10,528  | 11,055  |
|                                                           | Hourly    | 52.47   | 55.09   | 57.85   | 60.74   | 63.78   |

<sup>(1)</sup> Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

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

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ST. HELENA AUTHORIZING:**

**(1) JOB CLASSIFICATIONS, JOB DESCRIPTIONS, AND  
SALARY SCALES FOR THE FOLLOWING POSITIONS:  
ASSISTANT CITY MANAGER AND TREATMENT PLANT  
MANAGER; AND**

**(2) THE ADDITION OF THREE FULL-TIME EQUIVALENT  
POSITIONS EFFECTIVE IMMEDIATELY: (a) ASSISTANT  
CITY MANAGER, (b) MANAGEMENT ANALYST/SENIOR  
MANAGEMENT ANALYST FOR THE ADMINISTRATIVE  
SERVICES DEPARTMENT, AND (c) TREATMENT PLANT  
OPERATOR.**

**RECITALS**

- A. The City of St. Helena is a full-service city with an inordinate number of complex demands before it; and
- B. The City Council has adopted a comprehensive set of six goals to guide Council and staff efforts over coming years. The Council Goals have 39 implementing actions or projects which together, constitutes the City Council's immediate three-year Work Plan. Important and meaningful progress has been made on almost all the Work Plan projects, but sustained momentum is seriously impeded by virtue of staffing levels insufficient to manage and advance the complex projects and initiatives; and
- C. Our staff and administrative functions, at many levels of the organization, are taxed and in need of support. The City Council has recognized the need to bolster staff resources and has adopted in Goal 3 of the Work Plan a commitment to "Enhance Organizational Performance..." to direct attention and action to this need; and
- D. The City Council and community desires and expectations have grown over time both in volume and complexity. The demand for services related to strategic planning, infrastructure repair and capital project delivery, financial planning and services, community engagement, and special project stewardship has significantly increased while our staffing model and levels has remained unchanged and support positions frozen due to COVID economic considerations; and
- E. Based on this information the City Manager recommended immediate authorization to allow critical staff resources to be added, which will respond the Goal 3 and substantially enhance our capability to execute and delivery the elements of the City Council's Work Plan; and

- F. Three key positions were recommended: (1) Assistant City Manager (new), (2) Treatment Plant Manager (new), and (3) Management Analyst/Senior Management Analyst (existing classification).

### RESOLUTION

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

1. The City Council hereby approves the following Job Classifications, Job Descriptions, and Salary Scales for the following positions: Assistant City Manager and Treatment Plant Manager.
2. The City Council hereby approves the addition of three full-time equivalent positions effective immediately as follows: (a) Assistant City Manager, (b) Management Analyst/Senior Management Analyst for the Administrative Services Department, and (c) Treatment Plant Operator.
3. Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, May 24, 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



Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: PUBLIC HEARINGS**

**Subject:** Discussion of potential activities and projects for inclusion in the 2022 Community Development Block Grant (CDBG) Applications.

**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**

On April 19, 2022, the California Department of Housing and Community Development (Department) announced the availability of approximately \$30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2022 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, by a suitable living environment, and to expand economic opportunities, principally for the benefit of low- and moderate-income (LMI) persons, families, households, and neighborhoods.

Funding awarded through this Notice of Funding Availability (NOFA), Attachment A, will have a 36-month expenditure and liquidation period. Awards will be limited to \$1.5 million per jurisdiction, including all applications submitted under this 2022 NOFA.

There will be no Multifamily Housing, Housing Infrastructure, and Community Development (CD) Project funding in this NOFA. The Department will continue to fund down the Over-the-Counter (OTC) waiting list from the 2019-2020 NOFA.

Capital Improvement Projects - The Department will not accept any new CD OTC capital improvement (Project) applications for the 2022 funding round. As part of the CDBG

redesign, the Department implemented OTC applications for capital improvement Projects for multifamily housing, infrastructure, and public facilities in the 2019-2020 NOFA. This solicitation was oversubscribed and, in response to stakeholder feedback, those applications that were not funded were placed on a waitlist. The Department will continue to fund down the existing waitlist of shovel-ready Projects through the 2022 program year if the funds from this NOFA are undersubscribed.

Application deadlines are as follows:

| <b>Program</b>                             | <b>Application Due Date</b> |
|--------------------------------------------|-----------------------------|
| Community Development Competitive Programs | June 20, 2022 3:00 PM       |
| Economic Development                       | July 18, 2022 3:00 PM       |

#### Project/Activity Selection

In order to be considered eligible, a suggested project/activity must meet one or more of the three National Objectives listed in CDBG Federal Statutes:

- Benefit to low- and moderate-income persons;
- Prevention or elimination of slums and blight; or
- Meeting an urgent community need which poses an immediate threat to the health and welfare of the community (State designates when the “urgent need” objective is allowed for a NOFA).

The benefit to low- and moderate-income persons is the most predominately used National Objective. In order to benefit low- or moderate-income persons, the project/activity must either benefit an area that is comprised of at least 51% low- or moderate-income households, or the program benefits individually qualified households (i.e., each participating household is income certified).

Eligible jurisdictions may apply for a maximum of three applications, with one project or program per application and one application per activity, with total funding not-to-exceed \$1,500,000. When applying for Community Development and Economic Development activities, the combined maximum may not exceed \$1,500,000. In addition to meeting one of the three National Objectives, the project/activity must also fall under one of the categories listed below:

1. Housing and Community Development (CD) Activities - The maximum grant award for all Community Development Activities is \$1.5 million per Jurisdiction. Pursuant to 24 CFR §570.482, eligible activities and maximum grant award amounts for funding the CDBG program include, but are not limited to:
  - Housing Assistance to single-family units
    - Single Family (1-4 units) Homebuyer Assistance (maximum grant of **\$500,000**): assistance with loans for down-payment or closing costs.
    - Single Family (1-4 units) Housing Rehabilitation (maximum grant of **\$500,000**): loans for repairs and improvements of owner-occupied units.

- Non-housing community development activities
  - Public Services (maximum grant of **\$500,000**): (***Please note that rental subsistence payments are being allowed in this NOFA***) Examples include rental subsistence, employment services, crime prevention and public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, welfare services, down payment assistance, and recreational services benefiting low- and moderate-income persons.
  - Planning and Technical Assistance (maximum grant of **\$250,000**): The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Product(s) are submitted to the State at the time of completion. The grant requires a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include studies, analysis, and data gathering.
- 2. Economic Development Activities - The maximum grant award for all Economic Development Activities is \$1.5 million per Jurisdiction.
  - Business Assistance and Microenterprise Assistance - (maximum grant of **\$750,000**): Examples include financing of working capital, furniture, equipment, and property repairs/improvements.
  - Infrastructure in Support of Businesses (maximum grant amount of **\$1,500,000**)
  - Economic Development Planning and Technical Assistance (maximum grant amount of **\$250,000**)

## **DISCUSSION**

After release of the 2022 NOFA, staff carefully reviewed amendments to the project funding eligibility. One notable change is that there will be no Multifamily Housing, Housing Infrastructure, and Capital Improvement Project funding in this NOFA. Due to the substantial amount of projects submitted in these categories under the 2019-20 NOFA, HCD continues to fund down projects on the waiting list. HCD has indicated that once funding of the waiting list is complete then funds may become available in these categories, which could be as early as the 2023 NOFA cycle. In addition, rental subsistence payments are being allowed.

After compiling several project ideas, staff contacted HCD and reviewed the potential project list to determine their feasibility.

Staff is recommending the following potential projects to be included in the 2022 NOFA application period based on feedback received from HCD regarding eligible projects and staff capacity to prepare the applications by the deadline:

1. **Housing Assistance - Housing Rehabilitation Program** (maximum grant amount up to **\$500,000**): The funding will be used to continue the Owner-Occupied

Rehabilitation (OOR) Program to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building codes and for correction of all health and safety deficiencies. The program would be managed in collaboration with the Napa Housing Authority.

2. **Planning and Technical Assistance** (maximum grant amount up to **\$250,000**): The funding will be used to conduct a sites feasibility analysis to compare various properties in the City for their affordable housing development potential.
3. **Public Services - Rental Subsistence Program** (maximum grant amount up to \$500,000): The City would partner with UpValley Family Centers to identify low- to moderate-income households that are in need of rental assistance.

Below is a summary of pending and approved applications under the 2019-2020 NOFA, 2021 NOFA, and CV-1 and 2/3 allocations:

| Project/Activity                           | Pending Projects | Awarded Projects | Notes                          |
|--------------------------------------------|------------------|------------------|--------------------------------|
| Christine Apartments                       |                  | \$1,429,111      | Awarded - Project Complete     |
| Hunt's Grove Parking Lot                   | \$200,000        |                  | On Waiting List                |
| Public Services - Mental Health            |                  | \$500,000        | Conditionally Awarded          |
| CDBG-CV1 - Childcare Scholarship Program   |                  | \$74,484         | Awarded - In Progress          |
| CDBG-CV2/3 - Childcare Scholarship Program |                  | \$71,053         | Awarded - Requesting Amendment |
| CDBG-CV2/3 - Utility Assistance Program    |                  | \$200,000        | Awarded - In Progress          |
| Economic Development - Business Assistance | \$500,000        |                  | Application Pending            |

The City currently has two pending grant applications under prior year CDBG NOFAs, as follows:

1. **Hunt's Grove Parking Lot Project** (grant request \$200,000): The apartment complex was built on City property and has been in existence since 1991. The property is leased to Hunt's Grove (Bridge Housing Corporation) and is comprised of affordable housing units. There has been an on-going parking related issue at Hunt's Grove Apartments. The proposed project will expand and improve parking for Hunt's Grove Apartments. The City evaluated the potential of expanding parking at this site to minimize parking in the streets. Based on preliminary plans,

it appears an additional six tandem spots would fit in the proposed area, creating space for an additional 12 parked cars.

2. **Economic Development - Business Assistance** (*grant request \$500,000*): Funding will be used for a Business Assistance Program for the purpose of establishing a business assistance revolving loan fund, which will provide flexible low interest forgivable loans to small and medium sized businesses in the City of St. Helena to offset the negative impacts of COVID-19 to assist with financial recovery and business expansion.

As stated above, staff is recommending the following three projects be included in the 2022 NOFA:

1. **Housing Assistance - Housing Rehabilitation Program** (maximum grant amount up to **\$500,000**), and
2. **Planning and Technical Assistance** (maximum grant amount up to **\$250,000**), and
3. **Public Services - Rental Subsistence Program** (maximum grant amount up to \$500,000).

Staff is seeking feedback from the City Council and community if the recommended projects should be included in the upcoming application period or if there is interest in a different project. Staff will present the final recommendations and request approval of a resolution authorizing submission of the applications to the State of California at a Public Hearing during the June 14th City Council meeting.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the discussion and direction of this item.

#### **RECOMMENDED ACTION**

Provide direction on the activities and projects to be considered for funding under the 2022 Community Development Block Grant program.

#### **ATTACHMENTS**

[Attachment A - NOFA-CDBG-2022-NOFA-Final](#)

ATTACHMENT A

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833  
 P.O. Box 952054  
 Sacramento, CA 94252-2054  
 (916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



April 19, 2022

**MEMORANDUM FOR:** All Potential Applicants

**FROM:** Geoffrey M. Ross, Deputy Director  
Division of Federal Financial Assistance

**SUBJECT:** **2022 Community Development Block Grant Program  
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$30 million in federal funds for the 2022 Community Development Block Grant (CDBG) program. The Department is also releasing an amendment to the State of California Final CDBG Program Guidelines to change the requirement for housing element compliance from the time of application to the time of award of funding. Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing Community Development Act of 1974, as amended and 24 Code of Federal Regulation (CFR) Part 570 Subpart I "State Community Development Block Grant Program". These regulations require the state to make funds available to units of general local government in the state's non-entitlement areas. Units of general local government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties. Only non-federally recognized Tribes can receive funding through applications submitted by non-entitlement cities and counties. No direct funding from the Department can be provided to Tribes, Tribal Designated Housing Entities, or nonprofits.

CDBG funds are provided as grants for a wide range of activities directed toward Economic Development (ED), improvement of community facilities and infrastructure, neighborhood revitalization, and public services. All CDBG activities must meet one of the following National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet certain urgent community needs.

This NOFA provides detailed information on the application process for CDBG funding. The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect, and compassion regardless of circumstance, ability, or identity, which includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance abuse vulnerabilities, people with limited English

CDBG 2022 Notice of Funding Availability  
 April 6, 2022  
 Page 2

proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. Additionally, the Department expects eligible Applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

Applications for CDBG funding under this NOFA will be accepted via the Department's online grant application and management system, Grants Network, supported by eCivis. Profile set-up instructions and other technical assistance can be found on the [webpage](#) under Training and Technical Assistance at [eCivis Grants Network User](#).

#### **NOFA Deadlines**

|                       |                                   |
|-----------------------|-----------------------------------|
| <b>NOFA Release</b>   | <b>April 19, 2022</b>             |
| Application Submittal | <b>Start Date: April 20, 2022</b> |

#### **Housing and Community Development Programs**

|                                                                                                                                                                                                                                         |                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Community Development Competitive Programs Applications Due                                                                                                                                                                             | <b>June 20, 2022, at 3:00 p.m. Pacific Daylight Time (PDT)</b> |
| <b>There will be no Multifamily Housing, Housing Infrastructure, and Community Development Project funding in this NOFA. The Department will continue to fund down the Over-the-Counter (OTC) waiting list from the 2019-2020 NOFA.</b> |                                                                |

#### **Economic Development Projects and Programs**

|                                       |                                        |
|---------------------------------------|----------------------------------------|
| Economic Development Applications Due | <b>July 18, 2022, at 3:00 p.m. PDT</b> |
|---------------------------------------|----------------------------------------|

#### **Applications in partnership with non-federally recognized Tribes**

|                                 |                                          |
|---------------------------------|------------------------------------------|
| Non-Federally Recognized Tribes | <b>August 19, 2022, at 3:00 p.m. PDT</b> |
|---------------------------------|------------------------------------------|

To receive CDBG program NOFA FAQs, emails, and other information and updates, please subscribe to the Federal Programs [listserv](#). **If you have any questions, please submit them to [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).**

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachment

## **Community Development Block Grant Program 2022 Notice of Funding Availability**



**Gavin Newsom, Governor  
State of California**

**Lourdes M. Castro Ramírez, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500, Sacramento, CA 95833  
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>

Community Development Block Grant Program email: [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)

April 6, 2022

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| <b>Note –</b>      | Appendices are located in eCivis in the 'Files' tab on the Department under each specific program solicitation |

## I. Overview

### A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately \$30 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2022 funding year. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods. LMI is defined as neighborhoods, families, households, and individuals whose income does not exceed 80 percent of the county median income, as adjusted by the United States Department of Housing and Urban Development (HUD) for family household size.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding.

### B. Tentative Timeline

The timeline below identifies deadlines for the 2022 program year application process.

#### NOFA Deadlines

|                       |                            |
|-----------------------|----------------------------|
| NOFA Release          | April 19, 2022             |
| Application Submittal | Start Date: April 20, 2022 |

#### Housing and Community Development Programs

|                                                                                                                                                                                                                                  |                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Community Development Competitive Programs Applications Due                                                                                                                                                                      | June 20, 2022, at 3:00 p.m. Pacific Daylight Time (PDT) |
| There will be no Multifamily Housing, Housing Infrastructure, and Community Development Project funding in this NOFA. The Department will continue to fund down the Over-the-Counter (OTC) waiting list from the 2019-2020 NOFA. |                                                         |

#### Economic Development Projects and Programs

|                                       |                                 |
|---------------------------------------|---------------------------------|
| Economic Development Applications Due | July 18, 2022, at 3:00 p.m. PDT |
|---------------------------------------|---------------------------------|

#### Applications in partnership with non-federally recognized tribes

|                                 |                                   |
|---------------------------------|-----------------------------------|
| Non-federally recognized Tribes | August 19, 2022, at 3:00 p.m. PDT |
|---------------------------------|-----------------------------------|

Undersubscribed ED OTC and Competitive program funds remaining at the close of the 2022 CDBG NOFA will be rolled into the CD OTC waitlist of projects submitted under the 2019 Housing and Non-Housing OTC applications in the 2019-2020 NOFA.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department **recommends Applicants plan to submit their application(s) well before the final due or closing date** to provide opportunity for troubleshooting if needed.

Each application will be digitally time stamped upon submittal.

### C. What is new in this NOFA

#### 1. Resolution

The Department-approved resolution form provided within the appendices of the NOFA **MUST BE** used. Applications that are submitted with resolutions that are not on the Department-mandated form **will be disqualified**. If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so in addition to preparing the resolution form provided by the Department.

This is an internal control to prevent and detect **fraud** as required by HUD. This resolution also allows Standard Agreements to be executed without delay that can result when a resolution is not acceptable to the Department.

#### 2. Capital Improvement Projects

The Department will not accept any new CD OTC capital improvement (Project) applications for the 2022 funding round. As part of the CDBG redesign, the Department implemented OTC applications for capital improvement Projects for multifamily housing, infrastructure, and public facilities in the 2019-2020 NOFA. This solicitation was oversubscribed and, in response to stakeholder feedback, those applications that were not funded were placed on a waitlist. The Department will continue to fund down the existing waitlist of shovel-ready Projects through the 2022 program year if the funds from this NOFA are undersubscribed.

#### 3. Workshops

Workshops will be conducted virtually via Zoom. The schedule and registration information will be posted to the CDBG [webpage](#). Training and Technical Assistance are also available on the CDBG [webpage](#).

In addition to the standard NOFA workshop, the Department will also be offering a series of trainings covering several topics that have been identified as a need for Applicants. Applicants are highly encouraged to attend the CDBG NOFA Workshops and any CDBG trainings as they detail specific issues, changes, solutions, guidance, and federal and state rules pertaining to CDBG Programs. An Applicant that opts out of any of the CDBG trainings will not be exempt from knowing the federal and state rules pertaining to the CDBG program.

#### 4. Appeal Period

Appeals period changed from five (5) days to ten (10) days.

### D. Authorizing Legislation

- [24 Code of Federal Regulations \(CFR\) §570.480 et. seq.](#), Federal CDBG Regulation
- [24 CFR Part 58](#) Environmental Review Procedures
- [2 CFR Part 200](#) Uniform Grant Administration Requirements
- [Health & Safety Code \(HSC\) §§50825-50834](#), State of California CDBG program
- [2020-2024 State of California Consolidated Plan](#)
- [2022-2023 State of California Annual Action Plan \(Currently being drafted\)](#)
- [CDBG Guidelines, California Department of Housing and Community Development](#)

If there are changes to federal or state statutes or regulations, other laws governing the CDBG program, or funding is modified by Congress, HUD, the Department, or the State Legislature, these changes may become effective immediately and apply to funded activities under this NOFA.

**Note:** The Housing and Community Development Act of 1974 (HCDA) is codified as Title [42 U.S.C. §5301, et. seq.](#); thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and [42 U.S.C. §5305\(a\)\(22\)](#) are references to the same statute language. For the purposes of this NOFA, we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions. The Department will notify interested parties through listserv emails and by posting notification on the Department website if the Department rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

## E. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [42 U.S.C. §5302\(a\)](#) and the [State CDBG Guidelines](#).

## II. Program Requirements

**All Program Requirements, Application, Application Threshold, and Initial Requirements set forth in sections II-IV must be met. Failure to include all of the requirements will result in disqualification.**

### A. Eligible Applicants

**ONLY Non-Entitlement Units of General Local Government such as cities, counties and municipalities are eligible to apply.** Federally recognized Tribes, non-federally recognized Tribes, and nonprofits may receive assistance by entering into a subrecipient agreement, Memorandum of Understanding, or contract with an eligible Applicant.

#### 1. Non-Entitlement Status federally

CDBG program funds are provided as grants to Non-Entitlement Jurisdictions. These Jurisdictions are encouraged to partner with federally – and non-federally recognized Tribes, districts, agencies, nonprofit service providers, and other community organizations, whenever appropriate, to prepare and submit applications for CDBG funding, and to administer and complete CDBG funded Programs and Projects.

Incorporated cities located in an urban county as defined by [42 U.S.C. §5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD and the Department must be notified that the city has elected to be excluded from the urban county participation as per [24 CFR §570.307\(g\)](#) for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be scored and ranked.

#### 2. Housing Element Compliance

As per [HSC §50829](#), the Applicant must submit a draft and adopted housing element to the Department in accordance with the requirements listed in [Government Code \(GC\) §65580](#), et seq. and [GC §65585](#) (see Appendix B) prior to an award being granted. Applicants that fail to comply with the procedural requirements (i.e., GC §65585) of the Housing Element Law are ineligible for funding through the state CDBG program. Eligibility cannot be restored until the Applicant has met such procedural requirements.

### 3. Growth Control Limitations

Applicants that have adopted growth controls, including, but not limited to restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in HSC §50830 (b) and (c) are ineligible for funding as per [HSC §50830](#). Applicants intending to apply for CDBG funds are required to submit a signed 2022 CDBG Application Certifications and Statement of Assurances that certifies the Applicant has not adopted any residential growth controls, or that adopted residential growth controls meet the applicable exception criteria. Failure to submit executed Application Certifications and Statement of Assurances will result in Applicant ineligibility.

### 4. Application Submittal

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

- An eligible Applicant may apply on its own behalf
- An eligible Applicant may apply on behalf of one or more other eligible Applicants
- Two or more eligible Applicants, which share a program, may submit a joint application
- An eligible Applicant may apply on behalf of an eligible subrecipient including a non-federally recognized Tribe or nonprofit.

### **B. Restrictions on Multiple Activities in the Same Political Districts**

**In addition to Activity and application limits identified in the NOFA, an eligible nonentitlement Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when the Applicant is applying for funds set aside by the California State Legislative for non-federally recognized Tribes ([HSC §50831](#)) or Colonia's as defined in Restrictions on Multiple Activities in the Same Political Districts.**

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

### **C. Allocation and Funding**

Funds will be allocated according to federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827](#), et seq. For more information, please

reference the [CDBG Guidelines](#). The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2022 allocations. The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice. Funding awarded through this NOFA will have a 36-month expenditure and liquidation period.

**NOTE REGARDING DRAW DOWN OF GRANT FUNDS:**

Pursuant to both federal and state law all CDBG costs must be:

- (1) necessary
- (2) reasonable
- (3) there can be no duplication of benefit
- (4) CDBG funds cannot be used to supplant local or state resources
- (5) Applicant must guard against fraud and (6) ineligible uses of CDBG funds

Awards will be limited to \$1.5 million per Jurisdiction, including all applications submitted under this 2022 NOFA, except jurisdictions applying on behalf of a Colonia or a non-federally recognized Tribe which may additionally apply for funds under those set-asides.

**D. State Allocations**

1. Economic Development (ED)  
Per state statute, 30 percent of the annual allocation, less state operating funds, must be set aside for ED projects and programs.

NOTE: the Department is piloting the availability of advancing funds for ED Loans/Grants with CDBG-CV awards and may offer advances for this purpose to 2022 CDBG Applicants at a later date, at the Department's discretion and pending successful deployment of the pilot.

2. Housing and Housing-Related Infrastructure

Per state statute, 51 percent of the annual allocation, less state operating funds, must be used by the Department to make grants to eligible cities or counties for the purpose of providing or improving housing opportunities for persons and families of low or moderate income or for purposes directly related to the provision or improvement of housing opportunities for persons and families of low or moderate income, including, but not limited to, the construction of infrastructure.

Per federal statute, no more than 15 percent of the annual allocation may fund public services.

### 3. Capital Non-Housing Projects

These funds will be applied to applications carried over from the 2019-2020 NOFA waitlist.

## **E. Special Allocations**

### 1. Colonias

Per HUD agreement, 5 percent of the annual allocation. The Colonias allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible Activity includes housing assistance, infrastructure, planning, and public services.

### 2. Non-Federally Recognized Tribes

Per state statute, 1.25 percent of the annual allocation. The non-federally recognized Tribe allocation is exempt from the \$1.5 million per Jurisdiction limit. Eligible activities include housing assistance, infrastructure, planning, and public services.

## **F. Federal Limits**

### 1. Program Administration

The Department can use 3 percent of total funding for administration costs.

### 2. General Administration

Applicants may request up to a flat 7 percent of the total 2022 CDBG grant funding requested per Activity for General Administration (GA). GA costs may include, but are not limited to, the following categories:

- Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG program, including general management, general legal services, accounting, and auditing
- Travel costs incurred in carrying out the general management of the program
- Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and ad services

- Costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance utilities, office supplies, and rental or purchase of office equipment
- Costs incurred in providing information and resources to individuals, families, and households in the LMI group, and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program
- Administrative funding can also be used for fair housing activities in compliance with the requirements of state [CDBG Guidelines §103](#). If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity Delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [570.482](#)
- Completion of the NEPA Environmental Review Record for General Administration Activities (GA NEPA)

The calculation for General Administration should be the amount of the Activity expenses plus Activity Delivery expenses multiplied by 7 percent.

$$(\text{Activity} + \text{Activity Delivery}) * 0.07 = \text{Max GA}$$

Applicants may elect to assign more funds to Activity costs and take less than the 7 percent as GA allocation. GA for PI funds is **17 percent of annual receipts**. For project budgets with both grant award and PI as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

**Note:** The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitations for the available funding for each application type.

## G. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successfully complete a specific Activity. AD covers the cost of staff directly carrying out the Activity, in addition to equipment and supplies that are necessary to carry out the Activity. Eligible costs include:

- Salaries of Grantee or subrecipient staff carrying out Activity
- Activity Specific Environmental Review Costs (not for General Administration)
- Loan underwriting costs

- Architectural and engineering design costs
- Labor compliance review costs

Supplies, equipment, uniforms necessary to carry out a specific CDBG Activity

AD must be cost reasonable and directly tied to completion of an Activity that meets a National Objective.

#### **H. Insufficient Demand**

If there is insufficient demand for an identified allocation, the Department will make awards first to any unfunded applications submitted on behalf of non-federally recognized Tribes, then to projects on the 2019-2020 NOFA OTC waitlist in the order listed and that can meet the timeliness of federal funds requirements.

#### **I. Eligible Activities**

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). CDBG program activities should be in predominantly residential areas or should serve predominantly residential areas to be eligible.

#### **J. Activity Limits**

Jurisdictions will submit one application per Activity. Each Jurisdiction can submit up to three (3) applications during this NOFA cycle. Each Activity must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline. There will be no “combo” activities or applications accepted in this NOFA. Each application will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG funded activities.

##### **1. Housing and Community Development (CD) Activities**

The maximum grant award for all CD Activities is \$1.5 million per Jurisdiction. Per Jurisdiction limits do not apply to Colonia and Native American set-asides. The below limits are new grant awards limits per Activity. Program Income (PI) included in an activity budget does not count against the Jurisdiction maximum grant award. Total Activity budgets may exceed the award limits when PI is budgeted to the Activity; however, the new grant award, per Activity, shall not exceed the maximums below. Per-Activity limits do not apply to Colonia and Native American set-asides.

Pursuant to [24 CFR §570.482](#), eligible activities and maximum grant award amounts for funding the CDBG program include, but are not limited to:

- a) Housing assistance to single-family units
  - Single Family (1 - 4 units) Homebuyer Assistance - up to \$500,000
  - Single Family (1 - 4 units) Housing Rehabilitation - up to \$500,000
- b) Non-housing CD activities
  - Public services - up to \$500,000 (***Please note that rental subsistence payments are being allowed in this NOFA***)
  - Planning & Technical Assistance (including Housing Planning, public services Planning and Non-housing Planning) - up to \$250,000

## 2. Economic Development Activities

The maximum total Jurisdiction grant award for ED activities is \$1.5 million. When applying for ED and CD activities, the combined maximum may not exceed \$1.5 million. Applicants may apply for up to \$750,000 maximum to be used for Business.

Assistance and/or Microenterprise Assistance. These maximums do not include PI. PI may be included in addition to the new program award. The below limits are new grant awards limits per Activity. Per-Activity limits do not apply to Colonia and Native American set-asides.

ED activities and grant awards include:

- a) Business Assistance and Microenterprise Assistance (including both Micro-Financial Assistance and Technical Assistance)- up to \$750,000
- b) Infrastructure in Support of Business- up to \$1.5 million
- c) Economic Development Planning and Technical Assistance- up to \$250,000.

## III. Application Requirements

### A. National Objectives

CDBG funded activities must meet one of three National Objectives:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

At least 70 percent of the funds awarded must benefit LMI individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities shall meet one of the following National Objectives:

## 1. Low- to Moderate-Income

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. HUD updates income limits annually. Applicants will be notified via a news blast email and information will be posted on the Department's website when the HUD Adjusted Median Family Income (HAMFI) limits and low- to moderate-income areas (LMA) are updated. Applicants are required to use the updated income limits as soon as they are available. The LMI National Objective consists of the following categories:

### a. Low-moderate Income Limited Clientele

Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit, refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Presumed benefit LMC refers to persons who, as a category, are typically low income.

- Seniors
- Persons with a disability
- People experiencing homelessness
- Abused children and battered spouses
- Illiterate adults
- Persons living with acquired immunodeficiency syndrome (AIDS)
- Migrant farmworkers

### b. Low- To Moderate-Income Area (LMA)

LMA is identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding CDBG income surveys, which:

- Are based on the American Community Survey using Census Geographies.
- Contain at least 51 percent of households in the area earning at 80 percent or below HAMFI to meet LMA.
- Must be contiguous and the area should be mapped to show eligibility.
- Must be an Activity with public benefit for the area, such as streets and sidewalks, sewer/water Infrastructure, community facilities, or park improvements.
- Should be determined to be LMA eligible from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.

### c. Low- to Moderate-Income Housing (LMH)

LMH as defined by household income limits is a household earning 80 percent or less of HAMFI.

- d. Low- to Moderate-Income Jobs (LMJ)  
LMI Job Creation or Retention Activities (LMJ)
  - LMJ is based on the number of full-time equivalent jobs created or retained.
  - Must create or retain jobs, and 51 percent of those jobs must be for LMI persons.
  - To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained.
- 2. Slums and Blight on an area basis (SBA) and on a spot basis (SBS)
  - Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution before the Activity is considered.
  - Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.483\(c\)\(1-2\)](#).
- 3. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR §570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

**Special requirements apply to Urgent Need. Please contact the Department for more information.**

## B. Milestones

All CDBG program-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least five milestones per Activity application. Milestone One and the Final Milestone will be prepopulated and cannot be edited by Applicants:

- Milestone One: Activity Initiation. Must be completed no later than 60 days from contract execution
- Milestone Two: First draw of grant funds
- Milestone Three: 50 percent completion
- Milestone Four: Final draw of grant funds
- Final Milestone: Activity closeout (must be completed no later than 90 days after the Expenditure Deadline)

Additional milestones are optional, though encouraged for best practice of Activity implementation. Milestones may be adjusted for delays in application review and Standard Agreement execution. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into milestone schedules. Milestones may not extend beyond the expenditure deadline of an award. All milestones proposed by Applicants are subject to the review and approval of the Department.

**TIP:** The Department realizes that these milestone dates are estimates. Instead of using an actual date for all optional milestones, please put a time frame.

For example:

Milestone Two: Activity initiation. 60 days from contract execution

Milestone Three: First draw of grant funds: 90 days from contract execution

These milestones can be updated by your CDBG representative if changes are needed to be made.

### C. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG program. In the event that funds are not available, the CDBG program or act under this NOFA is eliminated, or in anyway restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above.

**This NOFA is not a commitment of funds to any Activity or Applicant.**

### IV. Application Threshold and Initial Requirements

All applications are required to pass threshold requirements. Applications that do not meet threshold will not move on to scoring, or in the case of ED OTC, will not be reviewed for award and immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions **PRIOR** to beginning the application.

## A. Threshold Requirements

The following threshold requirements must be met at the time of application:

1. The Applicant must be an **eligible nonentitlement jurisdiction**.
2. The Applicant must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of [2 CFR §200](#).
3. The Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. **If the Applicant had or has single audit findings identified in the audit, they must include the remediation plan/agreement; the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established.** Any and all single audit findings are included in this evaluation.

This requirement is **not** limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit.

If an Applicant is not required to submit an annual single audit, they must provide certification that they are not required to submit.

4. Pursuant to [24 CFR §578.25](#), acceptable evidence of site control is a deed or lease. Absent a current deed or lease, an Applicant may use assessor's parcel information to establish ownership for Applicant or subrecipient-owned sites. If grant funds will be used for acquisition, acceptable evidence of site control will be a purchase agreement. Site control must be maintained through the operation period of the Activity. Activities are expected to last one year.
5. Must have documented site control for that year. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.
6. Applicants must include the Jurisdiction name, initial all pages, sign, and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

7. Pursuant to [24 CFR §570.486](#), applications must follow CDBG Public Participation regulations. Applicants must provide documentation that the [Citizen Participation](#) requirements have been met. Documentation must include proof of public noticing, information provided during the public hearing or public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in Appendix C.
8. The application includes a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form** and approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG funds.

Please see Appendix D for instructions for completing the resolution along with a resolution form.

If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so in addition to preparing the resolution form provided by the Department. Applicants must submit their approved resolutions on the form provided by the Department by the application due date. The Department will NOT accept resolutions after this time.

9. Applicant must submit the required [Government Agency Taxpayer ID \(TIN\) Form](#) found in the Files tab of each program solicitation. Submitted TIN forms must include DUNS numbers and accurate payment information to be complete and must not have been signed more than one (1) year before submission.
10. CDBG budgets found in the Grants Network portal are required at application submission. Required budget information includes direct costs only. Direct costs for Activity, GA, Program Income, and 'Other', if applicable, must be completed and clearly identified. Do **not** include any information on indirect cost, match, or cost share.
11. In addition, Applicants are required to upload their Sources and Uses for all funds applicable to the CDBG Activity. The application will guide Applicants that are using multiple funding sources to finance their Activity to upload a comprehensive Activity Sources and Uses.
12. Based on the 50 percent rule, Applicants with one or more current and open CDBG Standard Agreements (SAs), for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional

CDBG funds for the same type of Activity(ies) included in those open CDBG SAs, unless the Applicant has expended at least 50 percent of CDBG funds previously awarded, including PI, for that Activity, or unless a waiver to the rule has been approved by the Department's Director, as allowed at HSC §50833(f).

13. This includes PI only SAs approved for the same type of Activity(ies). For SAs awarded prior to 2018, Applicants will be required to provide their most recent Request for Funds and documentation to document compliance with the 50 percent rule requirement. For awards managed through Grants Network, a screenshot of the grant administration screen at the time of submittal of the application will work as documentation for compliance with the 50 percent rule.
14. Pursuant to [24 CFR Part 5](#), all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must register with the [System for Award Management \(SAM\)](#) to do business with the U.S. government and have debarment checks that return a registration status of "Active" and "No Active Exclusion Records" under the Exclusion Summary.
15. The Department will not award any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded from participation, or that are unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. **Debarment information must be complete to qualify.**
16. The Applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as described in Appendix I.
17. Pursuant to the National Environmental Policy Act of 1969 (NEPA), Environmental Standards must be met. Applicant must demonstrate compliance by submission of fully complete, current, and applicable Environmental Review Record forms and supporting documentation. Required NEPA process, training, and current forms are available on the [HUD Exchange](#) under the 'Formats' option. Additional HUD guidance can be found at the [Orientation to Environmental Reviews](#) page also on the HUD Exchange.

18. NEPA Level of Review worksheet must include the Determination of Level of Review Worksheet.
19. If Applicants intend to use CDBG funding for GA Activities, a GA NEPA review will also be required at application submission, specifying the applicable exemption in [24 CFR §58.34\(a\)](#).
20. For ED Business Assistance and CD housing assistance activities that operate as a program but, as per HUD, require site specific environmental reviews for NEPA clearance, only a GA NEPA review is required at application. Applicants using a Tiered Review process are strongly encouraged to submit their Tier 1 review at application.

#### **ED APPLICATIONS ONLY**

The Applicant must demonstrate capacity and experience to operate an ED Activity. Capacity and experience may be documented through one of the following commitments:

- a. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Activity.  
These staff must have at least:
  - Three years of CDBG ED experience; **or**
  - Five years of commercial underwriting experience plus two years of general CDBG experience.
- b. The Applicant has a draft contract or subrecipient agreement with a qualified consultant or nonprofit ED group with direct experience in CDBG ED implementation. The agreement must be fully executed, and a copy provided to the Department within 30 days of receipt of the Standard Agreement. Final contracts and/or subrecipient agreements must be with the same entities as proposed in draft at the time of the application. Substitutions will invalidate the application and cancel the award.

The Applicant commits to partnering with the Small Business Development Centers or a similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

## B. Application and Activity Requirements

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross cutting requirements found at [24 CFR §570.600, et seq](#), and summarized in section X Federal Program Requirements of this NOFA, and state overlays.

State overlay areas are as follows:

### 1. Application verification

Applicants must certify upon submission that their application is true and correct to the best of their knowledge: the required application input fields, attachment uploads, and budgets. **Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification.** Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Intentionally providing false information is fraud.

Applicants that rely on consultants or grant writers to prepare the CDBG application are strongly encouraged to review the application for completeness and correctness prior to submittal. It is also strongly encouraged to give plenty of time for submitting prior to the cutoff date and at least several hours prior to the cutoff time.

**If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please contact [cdbq@hcd.ca.gov](mailto:cdbq@hcd.ca.gov) as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.**

### 2. Gap funding and duplication of benefits

CDBG is intended to provide stop-gap funding for crucial infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in a duplication of benefits and overfunding of the Activity. CDBG funds must be "but-for" funding for every Activity and may not be used to supplant local

or state resources. CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same Activity. Pre-agreement costs are eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float funding the CDBG Activity pre-agreement costs but must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

### 3. Good standing

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

### 4. Article XXXIV

Applicants engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at [HSC §37000](#). Exceptions to Article XXXIV can be found at [HSC §37001](#).

### 5. Racial equity

Applicants should prioritize the advancement of racial equity in all CDBG programs and across systems and units of government in the Jurisdiction. The Department asks Applicants to be leaders in the community, facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system, and other partners to promote racial equity practices.

All Applicants must identify the work performed to ensure racial equity in access to programs, projects, and activities funded with CDBG resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision, and desired outcomes in Programs and Projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/ Latinx, Asian, Pacific Islanders, and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, and support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for 2022 CDBG funds, Applicants should consider:

- What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
- What are the outcomes of the CDBG programs based on race? What are the requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?
- How do underserved and marginalized communities learn about and access the CDBG program? What marketing and communication strategies are used to increase equitable access to CDBG programming?
- How does the grant-making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care, and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
- How are the voices of Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities and those having lived with the experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs? How would these funds address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
- Provide a list of partner organizations that are addressing racial equity in the housing and homeless response system, the ED sector, and the health care sector and describe how you partner with them.

The Department will require Applicants to submit related racial and ethnic data metrics of their CDBG programming on a **quarterly reporting basis**.

## **V. Application Review**

All applications that pass threshold will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified.

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. This includes, but is not limited to, authorizing an increase in funding to any Applicant after the Department makes an award under this NOFA.

Qualifying competitive applications will be scored according to the evaluation criteria outlined in the application under the Readiness Section. Scores include two components:

### **A. Needs score**

Needs score use publicly available data from the U.S. Census Bureau's American Community Survey to measure poverty, housing, and ED needs. These statistics are used to rank all eligible Non-Entitlement Jurisdictions and the rankings are translated into numeric scores. Need scores summarize the severity of a community's need for a specific Activity relative to other communities. The Department prepares the need scores and will provide the scores as Appendix A to this NOFA.

### **B. Activity readiness**

Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are expected to have necessary contracts and subrecipient agreements in place at the time of application submittal. Fully executed contracts and agreements will score higher than draft contracts and agreements. Applicants that will not be using contracts or subrecipient providers to carry out the Activity and will instead use Applicant staff must clearly document that staff have the experience and capacity necessary to successfully complete the Activity. Documentation will include position description(s) for the identified staff, resumes, or Curriculum Vitae for each staff person involved in the implementation of the Activity, organizational chart, and estimated workload.

Applications will be ranked based on highest score. Applicants will be notified of their point score, and the Final Point Score and Awardee List will be posted to the CDBG webpage.

## VI. Award Recommendations

Applications that are eligible, complete, and that satisfy readiness requirements may be recommended for funding. Applicants recommended for award will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

## VII. Application Submission

### A. Workshops

The Department is conducting a series of application workshops that began in January 2022. These workshops will include training on:

- Resolutions: What is required and why
- How to complete the correct level of Environmental Review
- How to pull a debarment check
- How to complete the eCivis Budget
- How to pick the correct National Objective
- How to pick the correct Matrix Code
- How to write a narrative
- How to address racial equity in your CDBG funded projects and programs
- How to complete the 2022 NOFA Application
- 2022 NOFA review

Applicants are strongly encouraged to attend these virtual workshop sessions. If they are unable to attend the virtual workshop, Applicants are strongly encouraged to review these workshops on the CDBG website. This website also provides Training and Technical Assistance materials on the CDBG program, the CDBG Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

Please visit the Department's [website](#) for upcoming information.

### B. Submission Process

**Applicants must follow instructions in this NOFA, the online application, and the CDBG program Guidelines.** The Department strongly encourages Applicants to have

all required documents on hand when completing the application. Failure to follow instructions and submit all required documentation **will result in disqualification**. Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications. It is **strongly** recommended that all documents be reviewed and saved to their own electronic files PRIOR to submission.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Grants Network Portal](#). Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury Per [83 FR 5848](#) "Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729."

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile. See the available [training on the CDBG webpage](#) to learn how to open an account. There is no cost associated with an eCivis account.

### **C. Applicant Responsibility**

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award, or may result in the placement of conditions or limitations on an award, all as determined by Department in its sole and absolute discretion.

### **D. Disclosure of application**

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([GC §6250, et. seq.](#)). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

## VIII. Appeal Criteria and Process

### A. Appeal process and deadlines

In order to lodge an appeal, Applicants must submit to the Department a written appeal by the filing deadline set forth below, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the Application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

**All Appeals must be submitted to the Department via email at**

**[cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)**

**PLEASE do not send Appeals to Department staff directly.**

Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

**Filing Deadline:** Appeals must be received by the Department no later than ten (10) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

### B. Appeal decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

### C. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

## IX. Awards announcement and grant implementation

### A. Awards announcements

The Department anticipates awards will be announced no later than September 2022. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss applications or the status of applications.

**Within 60 days from the award announcement date**, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

### B. Standard Agreements

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft sample Standard Agreement is included as Appendix K to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

In order to ensure that the Standard Agreements are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application.**

## X. Federal program requirements

### A. Federal Cross-Cutting Requirements

The CDBG program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600, et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

The following is a summary of the federal cross-cutting requirements:

- Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
- Labor Standards (Davis-Bacon and related laws)
- Achieving a HUD National Objective
- Public participation requirements
- Fair Housing and Affirmatively Furthering Fair Housing
- Equal Opportunity and Non-Discrimination in federal Grant Programs
- Federal Procurement Guidelines
- National Flood Insurance Program compliance
- Relocation and displacement requirements
- Employment and Contracting Opportunities Section 3 Compliance
- Lead-based paint requirements
- No use of debarred, ineligible, or suspended contractors or sub-recipients
- Uniform Administrative Requirements and Cost Principles
- Conflict of interest prohibitions
- Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
- Compliance with Eligibility Restrictions for certain resident aliens
- Federal reporting requirements
- Grant and subrecipient monitoring requirements

#### **B. Relocation plan requirement**

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the activity in the grant application is funded. This plan must outline how the grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

### **C. Procurement**

Pursuant to [24 CFR §570.489\(g\)](#), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon consultant, etc.) at time of monitoring or upon request.

Requirements for federal procurement can be found at [2 CFR §200.317-326](#). Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

### **D. False, Fictitious or Fraudulent Claims**

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.

### **E. Detecting, Preventing, and Reporting Fraud**

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused. The Department wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

### **F. Combatting Fraud**

The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone; they rely on Department and CDBG NOFA Applicants to combat CDBG program fraud.

HUD also relies on Applicants for, and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is [1-800-347-3735](tel:1-800-347-3735). This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDGB program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

1. By email to: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)
2. By phone: Call toll free: 1-800-347-3735
3. By fax: 202-708-4829
4. By mail: - Department of Housing & Urban Development  
Office of Inspector General Hotline Manager  
400 Virginia Avenue, SW, Suite 120  
Washington, DC 20024

# FY22 NOFA Potential CDBG Projects

Maximum Funding \$1,500,000

1. **Housing Assistance - Housing Rehabilitation Program** (maximum grant amount up to \$500,000): The funding will be used to continue the Owner-Occupied Rehabilitation (OOR) Program to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state or local building codes and for correction of all health and safety deficiencies. The program would be managed in collaboration with the Napa Housing Authority.
2. **Planning and Technical Assistance** (maximum grant amount up to \$250,000): The funding will be used to conduct a sites feasibility analysis to compare various properties in the City for their affordable housing development potential.
3. **Public Services - Rental Subsistence Program** (maximum grant amount up to \$500,000): The City would partner would UpValley Family Centers to identify low-to-moderate-income households that are in need of rental assistance.
4. **Economic Development** (proposed grant amount of \$500,000): Sewer Lateral Replacement Project associated with Downtown Streetscape.





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: PUBLIC HEARINGS**

**Subject: Consideration and Proposed approval of a Resolution adopting Saint Helena Police Department Policy 707 "Military Equipment" as required by AB148 for the Funding, Acquisition, and Use of Military Equipment**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Chris Hartley, Chief of Police

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

**Approved By:** James C. McCann, Interim City Manager

**BACKGROUND**

On September 30, 2021 Governor Newsom signed into law Assembly Bill 481, relating to the approval, funding, acquisition, and use of "military equipment" by law enforcement agencies. California Government Code section 7071 requires a law enforcement agency's military equipment policy, which includes the type of "military equipment" the department currently possesses or may acquire and use, be approved by the governing body (City Council).

**DISCUSSION**

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code 7070; Government Code 7071 and Government Code 7072). The proposed Policy being presented is attachment 2 to this staff report. It is important to understand that what is defined as "military equipment" by the California State Legislation is not related to whether or not the equipment was acquired through military sources. The Saint Helena Police Department does not possess nor use any equipment specifically designed for military use as defined in Government Code 7070 (c), nor has the department acquired any equipment through a military surplus program, commonly known as "1033 Program (10 USC 2576(a)).

**FISCAL IMPACT**

None

**RECOMMENDED ACTION**

Recommend Approval of a Resolution Adopting the Saint Helena Police Department Policy 707 "Military Equipment".

**ATTACHMENTS**

[Attachment 1 - Policy 707 Public Hearing Notice](#)

[Attachment 2 - St. Helena Police Department Military Equipment 707 Policy](#)

[Attachment 3 - Assembly Bill No. 481](#)

[Attachment 4 - AB481 Resolution Military Equipment](#)

[Attachment 5 - Presentation](#)

**CITY OF ST. HELENA  
CITY COUNCIL PUBLIC HEARING NOTICE**

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the approval, funding, acquisition, and use of "military equipment" by law enforcement agencies. California Government Code section 7071 requires a law enforcement agency's military equipment policy, which includes the type of "military equipment" the department currently possesses or may acquire and use, be approved by the governing body (City Council). This section also requires the Saint Helena Police Department to post on the department website the proposed military equipment policy at least 30 days prior to the policy being presented to the City Council for approval.

**Staff will present the Saint Helena Police Department Military Equipment Policy (Lexipol Policy 709) to the City Council for consideration on May 24, 2022, at a regular scheduled meeting beginning at 6:00 p.m., or soon thereafter.** The policy being presented can be found on the preceding pages of this communication. It is important to understand that what is defined as "military equipment" by the California State Legislature is not related to whether or not the equipment was acquired through military sources. The Saint Helena Police Department does not possess or use any equipment specifically designed for military use as defined in Government Code section 7070 (c), nor has the department acquired any equipment through a military surplus program, commonly known as the "1033 Program" (10 USC 2576a).

Copies of agendas and staff reports are available on the Friday afternoon immediately preceding the hearing the City's website at [cityofsthelena.org](http://cityofsthelena.org). Public comment for City Council meetings will be accepted via email to [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). All public comments must be emailed by 3:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda. **Please see the end of the City Council agenda for detailed PUBLIC PARTICIPATION instructions.**

Community members having questions regarding this policy to contact Chief Chris Hartley [Chartley@cityofsthelena.org](mailto:Chartley@cityofsthelena.org) or by calling 707-967-2850. Chief Hartley welcomes your comments and inquiries about the policy on Military Equipment and conformance with the new legislation on the approval, acquiring, possession, use, and reporting of military equipment defined in Government Code section 7070.

Chris Hartley, Chief of Police

April 12, 2022

Policy  
**707**

St. Helena Police Department  
St Helena PD Policy Manual

## Military Equipment

### 707.1 PURPOSE AND SCOPE

**State**

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 707.1.1 DEFINITIONS

**State**

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## St. Helena Police Department

St Helena PD Policy Manual

### Military Equipment

#### 707.2 POLICY

**State**

It is the policy of the St. Helena Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

#### 707.3 MILITARY EQUIPMENT COORDINATOR

**Best Practice** **MODIFIED**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of St. Helena Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### 707.4 MILITARY EQUIPMENT INVENTORY

**State** **MODIFIED**

The following constitutes a list of qualifying equipment for the Department:

Currently the Saint Helena Police Department does not use, possess, or allocate funds for the listed Military Equipment per (Government Code § 7070).

#### 707.5 APPROVAL

**State** **MODIFIED**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is

## St. Helena Police Department

St Helena PD Policy Manual

### Military Equipment

submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### 707.6 COORDINATION WITH OTHER JURISDICTIONS

**State** **MODIFIED**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Outside agencies responding to this jurisdiction as mutual aid per the request of the Saint Helena Police Department shall adhere to their approved policy as approved by, the responding agencies governing body in accordance with (Government Code § 7071).

#### 707.7 ANNUAL REPORT

**State**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

## St. Helena Police Department

St Helena PD Policy Manual

### *Military Equipment*

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#### **707.8 COMMUNITY ENGAGEMENT**

##### **State**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

**Assembly Bill No. 481**

**CHAPTER 406**

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with  
Secretary of State September 30, 2021.]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

Ch. 406

— 2 —

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurrment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY  
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

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result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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**CITY OF ST. HELENA**

**RESOLUTION No. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING  
ST. HELENA POLICE DEPARTMENT POLICY 707 “ACQUISITION AND USE OF  
MILITARY EQUIPMENT”**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

**WHEREAS**, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body prior to taking certain actions relating to the funding, acquisition, solicitation, or use of military equipment; and

**WHEREAS**, Assembly Bill 481, requires that the approval by the governing body be by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws; and

**WHEREAS**, Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations with respect to a military equipment use policy; and

**WHEREAS**, a draft of the St. Helena Police Department Policy 707 “Military Equipment” was published on the Department’s internet website, and provided to the City Council at least 30 days prior to public hearing in accordance with requirements of Government Code section 7071; and

**WHEREAS**, the St. Helena Police Department’s Lexipol Policy 707 “Military Equipment” meets the requirements of California Government Code section 7070, subdivision (d); and

**WHEREAS**, the St. Helena Police Department currently does not does not use, possess, or has allocated funds for military equipment as defined in Government Code section 7070(c); and

**WHEREAS**, Policy 707 “Military Equipment” will safeguard the public’s welfare, safety, civil rights, and civil liberties should the St. Helena Police Department request the procurement, use, or allocation of funds to acquire “Military Equipment”; and

**WHEREAS**, no prior military use policy has existed in the City of St. Helena that was applicable to the use of military equipment, and the adoption of such policy shall serve to secure future compliance.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA DOES  
ORDAIN AS FOLLOWS:**

**Section 1. Recitals.** The City Council of the City of St. Helena does hereby find the above referenced recitals are true and correct and material to the adoption of this resolution.

**Section 2. Purpose and Authority.** The purpose of this resolution is to establish the regulations pertaining to the police department's approval, acquisition, and reporting requirements of military equipment required AB 481, signed into law on September 30, 2021.

**Section 3. Approval of Military Equipment Policy.** The City Council hereby adopts and approves the St. Helena Police Department Policy 707 "Military Equipment" as set forth in Exhibit A attached hereto.

**Section 4. Environmental Determination.** The City Council finds that adoption of this resolution and St. Helena Police Department Policy 707 are exempt from the provisions of the California Environmental Quality Act ("CEQA") because they will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project," as defined in Section 15378 of the CEQA Guidelines.

**Section 5. Severability.** If any section, subsection, sentence, clause or phrase of the policy is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the policy. The City Council hereby declares that it should adopt the policy and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentence, clauses or phrases be declared unconstitutional.

**Section 6. Publication.** The City Clerk is hereby ordered and directed to certify to the passage of this resolution by the City Council of the City of St. Helena, California.

**Section 7. Effective Date.** This resolution shall be in full force and effective upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of St. Helena, California, held on the 24th day of May 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:

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Geoff Ellsworth, Mayor

ATTEST:

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Cindy Tzaopoulos, City Clerk

# **AB 481 Military Equipment**

**The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).**



# Definitions (Government Code § 7070)

***Governing body*** – The elected or appointed body that oversees the Department.

***Military equipment*** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. Weaponized aircraft, vessels, or vehicles of any kind.

# Military Equipment continued

- Battering rams, slugs, and breaching apparatuses that are explosive in nature. **This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, except for standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld
- pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic
- devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Government Codes § 7070 and § 7071

**Government Code § 7070:** The following constitutes a list of qualifying equipment for the Department (**Currently the Saint Helena Police Department does not use, possess, or allocate funds for the listed Military Equipment per (Government Code § 7070).**).

**Government Code § 7071:** The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

# Government Code § 7072

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Outside agencies responding to this jurisdiction as mutual aid per the request of the Saint Helena Police Department shall adhere to their approved policy as approved by, the responding agencies governing body in accordance with (Government Code § 7071).



Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: OLD BUSINESS**

**Subject: Discussion and Appointment of Candidates to the Water and Wastewater Rate Study Advisory Committee.**

**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

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**BACKGROUND**

At the May 10, 2022 City Council meeting staff was directed to perform a recruitment for the Water and Wastewater Rate Study Customer Advisory Committee that would consist of representative group of stakeholders from the community appointed to provide comments and advice on the elements of the study and resulting rate structure. The committee will meet on a regular schedule during the rate study to develop a detailed knowledge of the project and to share their relative perspectives, ideas, concerns, and interests. The committee will work to identify areas of common ground and/or consensus to develop recommendations.

Responsibilities of the Water and Wastewater Rate Study Customer Advisory Committee include:

- Reviewing and confirming financing assumptions and options presented by staff and the consultant for CIP projects in the first five years of the Rate Study, giving due consideration to project prioritization (immediate need, number, and estimated cost) and the proper balance of using cash versus debt.
- Reviewing and confirming significant financial assumptions in the Study, such as reserves, adequacy of sinking funds, and designated and undesignated fund balances in accordance with generally accepted municipal financial principles.
- Review findings and recommendations to ensure equitable allocation of costs related to industrial, commercial, and residential users, rate models, and

recommend appropriate rates and changes with consideration given to location, setting, special demands or unique conditions.

**DISCUSSION**

The recruitment for the Water and Wastewater Rate Study Customer Advisory Committee will conclude on May 20, 2022 at 5:00 pm. At the time of the May 24, 2022 City Council agenda publication the following applications were received:

1. Arlene Corsetti
2. Peter McCrea
3. Walter Nirenberg
4. Garry Rose
5. Kelly Wheaton
6. Mario Trincherro
7. Mark Smithers
8. Sean Maher

If additional applications are received prior to the deadline the staff report will be updated accordingly.

Per City Council Rules of Procedure appointments shall be made by interview, ballot process and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. The City Council may convene an applicant interview meeting tentatively set for May 24, 2022 at 4:00 pm.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDED ACTION**

Staff recommends adopting a resolution appointing applicants to the Water and Wastewater Rate Study Customer Advisory Committee.

**ATTACHMENTS**

[Arlene Corsetti](#)

[Garry Rose](#)

[Kelly Wheaton](#)

[Peter McCrea](#)

[Walter Nirenberg](#)

[Mario Trincherro](#)

[Sean Maher](#)

[Mark Smithers](#)

[Utility Rate Advisory Committee Appointments Resolution](#)



## City of St. Helena

CA-22-003

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 11, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Arlene Corsetti

**ADDRESS:** 1401 Spring Street, St Helena, CA, 94574

**PHONE:** 707-963-8526

**ALTERNATIVE PHONE:** 4158301291

**EMAIL ADDRESS:** arlenecorsetti07@comcast.net

**LENGTH OF RESIDENCY:** 33 years

**EMPLOYMENT STATUS:** Retired

**REASON FOR APPLYING:** I have a real interest in seeing the appropriate rate structure and funding for the Water and Wastewater Enterprise. For St. Helena residents it is imperative that we fix the existing infrastructure, set adequate and fair rates and look to the future of water retention and conservation.

**EDUCATIONAL BACKGROUND:** Lowell High School, San Francisco Ca., University of California Berkeley, BA in Political Economics, McGill University MA in Political Economics

**OTHER RELEVANT EXPERIENCE:** Ran the mid west operations of a major insurance company and had 3000 employees reporting to me and managed a budget of \$600 million. Have a background in finance, project management and contractual negotiations.

**COMMUNITY INVOLVEMENT:** Worked as a member of the 2019 Napa County Grand Jury and wrote the report on St Helena; especially focused on water and wastewater issues. Through that process reviewed over 500 financial and contractual documents dealing with St Helena. Reviewed the existing revenue bonds for the Water and Wastewater Enterprise, the CIP and project management failure including the 27 years to take down the York Creek Dam, the failure to fix the Bell Canyon Water Intake Tower and the inadequacy of the St Helena pumping system. Highlighted the lack of vigilance in reviewing the Water contracts with commercial users and the impact of those contracts on water rates and water rate adequacy. Recommended the review of existing rates and their adequacy, review all existing water contracts and establish their effect on water usage and pricing prioritize existing infrastructure products and set timing for "shovel ready" status, review staffing for the Public Works department and allocation of city staff to the Water and Waste Water Enterprise given that the Enterprise pays one third of the staff salary and overhead.

**REFERENCE 1:** Name: Ted and Jamie Shuel

Address: 1213 Stockton St St Helena

Phone Number(s): 415-309-2939

Email: Jamie.shuel@gmail.com

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

**REFERENCE 2:** Name: Jim and Dianne Przybylinski  
Address: 1554 Voorhees Circle St Helena  
Phone Number(s): 704-906-6789  
Email: dmpsth@outlook.com

**REFERENCE 3:** Name: Anne Offord  
Address: 761 Granada Court  
Phone Number(s): 707-294-4109  
Email: anneofford@hotmail.com

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**GENERAL QUESTIONS:**

**Have you ever attended a meeting of the Commission to which you are applying?**

This commission only existed before when the last water rate study was done.

**What is your understanding of the role and responsibility of this Commission?**

I think it would act as a citizen advisory group to input on the water rate study and the City Council. It would review water rates between in city and out of city users and commercial and residential users. It would help ensure that rates were adequate, fair and included the ability to fix the failing infrastructure.

**What would be your goal(s) as a Commissioner?**

See the above. I think for once we need to have rates that are fair, adequate and address the needs of retrofitting our failed infrastructure. Secondly, address the issue of rates for city users who pay city taxes and out of city users who don't. To ensure that the Water and Wastewater Enterprise run as a going commercial concern and adhere to the same standards as commercial business.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No

**Is there anything else you would like us to consider when reviewing your application?**

I have been looking into St Helena water issues for the last 3 years. I have read virtually every financial and contractual paper that has affected the city water and wastewater for the last 10 years. I have a significant knowledge of the workings of the Enterprise and could contribute that knowledge to this committee.

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

\_\_\_\_\_  
Arlene Basin Corsetti

\_\_\_\_\_  
November 5, 2022



## City of St. Helena

CA-22-001

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 11, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Garry Rose

**ADDRESS:** 1753 Vineyard Avenue, St. Helena, CA, 94574

**PHONE:** (707) 963-3834

**ALTERNATIVE PHONE:** (916) 626-0275

**EMAIL ADDRESS:** garry547@gmail.com

**LENGTH OF RESIDENCY:** 31 years

**EMPLOYMENT STATUS:** Retired

**REASON FOR APPLYING:** I am extremely interested in the financial health of the Water and Wastewater Enterprises and the physical condition of the Water and Wastewater assets and infrastructure. I plan on living in St. Helena for the rest of my life.

**EDUCATIONAL BACKGROUND:** B.S. Mechanical Engineering, University of Idaho, 1970  
M.S. Mechanical Engineering, University of Idaho, 1974  
Registered Professional Engineer, California License Number M025240  
Certificate of Training in Mediation and Arbitration  
Private Pilot, Multi-engine, Instrumented Rated

**OTHER RELEVANT EXPERIENCE:** Past Owner/Principal of a Consulting Engineering Company.  
Past Manager of the Application Engineering Department for a manufacturer in Tijuana, Mexico.

**COMMUNITY INVOLVEMENT:** Past member of Rotary International  
Past president of local (Boise, ID) chapter of ASHRAE  
Past member of local (Salt Lake City) chapter of ASHRAE  
Current member of technical committees for ASTM (American Society of Testing and Materials).  
Past St. Helena Roller Hockey coach and referee.

**REFERENCE 1:** Name: Ron Sproat  
Address: 1421 Tainter Street  
Phone Number(s): (707) 695-7022  
Email: mbsproat@gmail.com

**REFERENCE 2:** Name: Luke Rainville  
Address: 1734 Vineyard Avenue  
Phone Number(s): (707) 322-2552  
Email: radiodesign@comcast.net

**REFERENCE 3:** Name: Frank Van Konynenburg  
Address: 1168 Meadowcreek Circle

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Phone Number(s): (707) 963-2565

Email: frankavk@gmail.com

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**GENERAL QUESTIONS:**

**Have you ever attended a meeting of the Commission to which you are applying?**

No

**What is your understanding of the role and responsibility of this Commission?**

In addition to the responsibilities shown on the application, I hope the committee can help Raftelis understand the nuances of the St. Helena experience.

**What would be your goal(s) as a Commissioner?**

I would like to be a positive role model on the committee, and committed to meeting the goals of the committee and the rate study and rate setting process.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No

**Is there anything else you would like us to consider when reviewing your application?**

I care, and I pay a lot of attention to detail. I have no personal or professional position with any organization that uses St. Helena water or wastewater resources. I am just a residential customer of those enterprises.

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

\_\_\_\_\_  
Garry L. Rose

\_\_\_\_\_  
May 11, 2022

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## Résumé

### Garry L. Rose

1753 Vineyard Avenue  
St. Helena, CA 94574

#### EMPLOYMENT

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##### Consultant

**September 2015 to Present**  
ST. HELENA, CA

I currently provide consulting services for refrigeration piping systems, HVAC systems and air handler and fan application.

##### Mechanical Engineer

REFLOK, INC.

**August 2010 to September 2015**  
ST. HELENA, CA

My responsibilities included the design of mechanically attached fittings and refrigeration pipe fittings for the VRF/VRV market. Duties included design of refrigeration piping systems including pipe support, insulation, and proper installation practices.

##### Mechanical Design Engineer

COSTA ENGINEERS

**May 2007 to August 2010**  
NAPA, CA

My responsibilities included the design of HVAC and plumbing systems for commercial and industrial projects intended for conventional plan and specification bidding. Ninety-five percent of this business was for architectural firms. Costa Engineers provided both mechanical engineering design services for the architectural community.

##### Regional Sales Manager

ENERGY LABS, INC.

**November 2003 to May 2007**  
SAINT HELENA, CA

My responsibility was the management of a 2-person remote office for the manufacturing operation in Tijuana, Mexico. Additional duties require coordination of engineering designs with the manufacturing portion of the company, sales support for the manufacturer's representatives, preparation of submittals, and engineering support for the application and design of direct drive/variable speed centrifugal fans for HVAC applications. I also provide engineering design and support for the companies' air cooled and evaporative condensing refrigeration projects.

##### Manager – Application Engineering

ENERGY LABS, INC.

**March 2003 to November 2003**  
SAN DIEGO, CA

My responsibility was the management of a 21-person application engineering department for the manufacturing operation in Tijuana, Mexico. Additional duties require coordination of engineering designs with the manufacturing portion of the company, sales support, and engineering analysis for the field service department. I am a member of the management staff of the company responsible for day to day operation as well as short and long term planning.

##### Principal

G. L. ROSE CONSULTING

**March 2001 to March 2003**  
SAINT HELENA, CA

My job description included manufacturing consulting for Energy Labs, Inc. and Mammoth, Inc. in the areas of evaporative condensing and low temperature air systems. In addition to the above consulting, I also provide application engineering for manufacturers representatives in evaporative condensing, low temperature air distribution and triple deck multi-zone design. An additional project involves preparation of a formal sales presentation of the complete design, application, installation, commissioning, and post installation documentation of a "Dual Duct Change-over Low Temperature Air - Building HVAC" system for a design build HVAC company.

##### Vice President – Engineering

ENERGY LABS, INC.

**1997 to March 2001**  
SAN DIEGO, CA

My responsibility was the management of a 34 person - engineering department for their manufacturing operation in Tijuana, Mexico. Additional duties required coordination of engineering designs with the manufacturing portion of the company, sales support, and engineering analysis for the field service department. I was a member of the management staff of the company responsible for day to day operation as well as short and long term planning. Additionally, I was a member of the reorganization team for Energy Labs Inc. utilizing the Adizes method. This is a formal method of problem solving in organizations to allow decisions to be implemented.

**President**

PACE AQS, INC. (DIVISION OF BROD &amp; MCCLUNG PACE)

**1995 to 1997**

KERRVILLE, TX

As President of AQS, I was responsible for the development of an HVAC system for the retail industry. The duties included starting a completely new division in Kerrville, TX for an existing air handling company with headquarters located in Portland Oregon. This new company manufactured Air Conditioning units for commercial customers. This product was sold through manufactures representatives located throughout the United States and Mexico.

**President**

ENGINEERED MECHANICAL, INC.

**1985 to 1995**

ST. HELENA, CA AND SALT LAKE CITY, UTAH

My responsibilities included design of HVAC and plumbing systems for commercial and industrial projects on a design build basis. I was also responsible for the development of a complete HVAC system for the retail industry allowing them to meet ASHRAE standard 62-1989 without an energy penalty. In addition, I was in charge of developing and refining a low temperature air, dual duct changeover HVAC system for commercial offices and schools, again allowing compliance with ASHRAE standard 62-1989. This included rooftop unit design, as well as a complete factory built control system, and also development and patent of a "cold air" diffuser. Other projects included the optimization and integration of direct drive plenum fans, heat recovery devices, and DDC controls into the designs.

**Sales Engineer**

LONG DEMING – UTAH

**1981 to 1985**

SALT LAKE CITY, UTAH

I was responsible for sales and also assisted customers with the design and application of commercial HVAC equipment. A significant emphasis of my involvement was in the design of HVAC units for the clean room industry. I was involved with the beginning of the PACE "Clean-Pak" product line by applying direct drive fans in units designed specifically for clean room duty.

**Principal/Owner**

SYSTEMS ENGINEERING, INC.

**1976 to 1981**

BOISE, IDAHO

My responsibilities included the design of HVAC and plumbing systems for commercial and industrial projects intended for conventional plan and specification bidding. Ninety-five percent of this business was for architectural firms. Systems Engineering, Inc. provided both mechanical and electrical engineering services for the architectural community.

**Mechanical Engineer**

MCKELLIP ENGINEERING

**1974 to 1976**

BOISE, IDAHO

McKellip Engineering provided me the opportunity to start my career in the HVAC industry, with the responsibility for design and specification of mechanical systems for commercial and industrial buildings.

**Project Engineer**

MORRISON KNUDSEN COMPANY, INC.

**1971 to 1974**

BOISE, IDAHO

Early employment was in the Morrison Knudsen engineering training program, followed by assignment as the project engineer on a railroad construction project in Hardin, Montana. Duties included assuring compliance with plans and specifications, supervising survey crews, preparation of cost and budgeting reports, and preparation of requests for payment.

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**PROFESSIONAL REGISTRATION**

California

M025240

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## PUBLICATIONS

### 1974 Master's Thesis

**"Linear Step-wise Multiple Regression Analysis for Thermodynamic Equations of State"**

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## PATENTS

**United States Patent Number 5,261,857  
November 16, 1993**

"Ceiling Vent with moveable vane"

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## EDUCATION

**Master of Science** **1974**  
UNIVERSITY OF IDAHO MOSCOW, IDAHO

*Major:* Mechanical Engineering

*Activities:* My emphasis of study was the computer analysis of the thermodynamic properties of nitrogen and oxygen, and the development of equations of state for these two fluids. While completing the masters' curriculum, I was a member of the faculty and taught the subjects of computer programming and engineering graphics on a half time basis.

**Bachelor of Science** **1970**  
UNIVERSITY OF IDAHO MOSCOW, IDAHO

*Major:* Mechanical Engineering

*Activities:* My emphasis of study was the standard mechanical engineering curriculum with a special interest in computer programming and thermodynamics.

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## SKILLS

- Broad experience with control systems, including control sequences, and programming of DDC systems, and development of total control systems including hardware and software.
- Proficient with AutoCAD, Autodesk Inventor, Autodesk Revit and Solidworks. Also proficient with Microsoft Office Suite. Programming experience in Fortran, Basic and Visual Basic.
- Broad experience with operation of a business, including supervising employees, accounting practices, engineering design, sales, formal presentations and training presentations.
- Extensive experience with coordination of HVAC design and manufacturing requirements.
- Extensive knowledge of low temperature air distribution in occupied spaces, and air distribution devices.
- Specialized knowledge of HVAC system design, psychrometrics, and static regain duct calculations.
- Completed formal training in Mediation and Arbitration, and awarded certificate.

## MISCELLANEOUS

- Private pilots license, with multi-engine, instrument rating.
- Enjoy golf and jogging.



## City of St. Helena

CA-22-002

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 11, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Kelly Wheaton

**ADDRESS:** 1335 Inglewood Ave, St. Helena, CA, 94574

**PHONE:** 707-963-9609

**ALTERNATIVE PHONE:** 707-363-0161

**EMAIL ADDRESS:** a4est42@gmail.com

**LENGTH OF RESIDENCY:** 32 years

**EMPLOYER:** High School Counselor New Technology High School

**EMPLOYMENT STATUS:** Retired

**REASON FOR APPLYING:** Long standing interest in Water Issues from groundwater to riparian rights to climate change to water equity. Napa Valley Resident since 1973. St Helena since 1990. [Son is a Professor of "Hydrology, Geomorphology and Fluid Dynamics" at Utah State University] Did field work on Sulphur Creek in SH

**EDUCATIONAL BACKGROUND:** BA Liberal Studies & MA Counseling Sonoma State University

**OTHER RELEVANT EXPERIENCE:** Educator, interested in increasing understanding & building consensus for complex issues.

**COMMUNITY INVOLVEMENT:** St Helena Friends of the Library: President & Vice President non voting participant in Library Commission  
St. Helena Garden Club: President, Vice President Program Chair, Secretary  
Rianda House: Lecturer on Genetic Genealogy  
Sheldon Genealogy (non-Profit) Secretary and DNA Expert  
Manage 7 DNA projects at Family Tree DNA (involves major data analysis and recordkeeping)

**REFERENCE 1:** Name: Sandy & John York (Former SH Planning Commissioner & Retired owner York Machine Works)  
Address: 2070 Dean York Lane SH  
Phone Number(s): 707-963--7205  
Email: jyork@napanet.net

**REFERENCE 2:** Name: Sharon Dellamonica (Small Business owner & Art consultant)  
Address: 727 Hunt Ave Apt 8 SH  
Phone Number(s): 707-486-2290  
Email: sharondellamonica@gmail.com

**REFERENCE 3:** Name: Dan & Diane Beltrami (Wee Care Nursery School and Browns Auto)  
Address: 1362 Inglewood Ave SH

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Phone Number(s): 707-815-4042  
Email: diane@sthelenaca.net

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**GENERAL QUESTIONS:**

**Have you ever attended a meeting of the Commission to which you are applying?**

No

**What is your understanding of the role and responsibility of this Commission?**

Participate in Water Review findings and recommendations to ensure equitable allocation of costs.

**What would be your goal(s) as a Commissioner?**

To represent the average citizen, non-St Helena city resident water users and Cares & low income residents.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No (other than in a strictly advisory capacity) when I was president of St. Helena Friends of the Library.

**Is there anything else you would like us to consider when reviewing your application?**

Having a son as a Hydrologist and geomorphologist who as both an educator and practitioner who owns a private Water consulting firm. I do not believe that asking for appropriate representation of residential customers is pitting one class of customers against the other. It is simply working toward the Water Rate Study goal of ensuring equitable allocation of costs.

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

Kelly Wheaton

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May 11, 2022

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## City of St. Helena

CA-22-009

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 16, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Peter McCrea

**ADDRESS:** P.O. Box 67, Saint Helena, CA, 94574

**PHONE:** 7079632334

**ALTERNATIVE PHONE:** +17077384425

**EMAIL ADDRESS:** peter@mccrea-family.com

**LENGTH OF RESIDENCY:** 20 years plus 40 years part-time

**EMPLOYMENT STATUS:** Retired

**REASON FOR APPLYING:** I have extensive experience in setting water rates from my years on the SF PUC and a great deal of interest in developing a workable plan for my hometown.

**EDUCATIONAL BACKGROUND:** Lick-Wilmerding High School in SF graduated 1957  
Dartmouth College - AB in Engineering Science 1961  
Thayer School of Engineering - BS in Civil Engineering 1962

**COMMUNITY INVOLVEMENT:** Member of Lick-Wilmerding Board of Trustees 1980-2002, President 1990-2002  
Member, SF Public Utilities Commission 1977-1984, President 1982-1984  
Member, SH Planning Commission 2002-2007, President 2005-2007  
Chair, Napa County General Plan Update Committee, 1982-1984.  
Chair, Napa County Water Sustainably Committee 1986-1987  
Member, Ole Health Board of Directors, 1984-2012.  
Member, Ole Health Foundation, 2012-present

**REFERENCE 1:** Name: Linda Reiff  
Address: P.O. 141, St. Helena, CA 94574  
Phone Number(s): 707-963-3388  
Email: Linda Reiff (lreiff@napavintners.com)

**REFERENCE 2:** Name: Mike Thompson  
Address: 406 Cannon Office Building, Washington, DC 20515  
Phone Number(s): (202) 225-3311  
Email:

**REFERENCE 3:** Name: Diane Dillon  
Address: 1195 Third Street, Suite 310, Napa, CA 94559  
Phone Number(s): 707-484-5203  
Email: diane.dillon@countyofnapa.org

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#### GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

No

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**What is your understanding of the role and responsibility of this Commission?**

Reviewing and confirming financing assumptions and options presented by staff and the consultant for CIP projects in the first five years of the Rate Study, giving due consideration to project prioritization (immediate need, number, and estimated cost) and the proper balance of using cash versus debt.

Reviewing and confirming significant financial assumptions in the Study, such as reserves, adequacy of sinking funds, and designated and undesignated fund balances in accordance with generally accepted municipal financial principles.

Review findings and recommendations to ensure equitable allocation of costs related to industrial, commercial, and residential users, rate models, and recommend appropriate rates and changes with consideration given to location, setting, special demands or unique conditions.

**What would be your goal(s) as a Commissioner?**

-To insure a fair, data-based process

-To bring my data analytical skills to a complex problem

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

Planning Commission - see above

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☒ I AGREE

\_\_\_\_\_  
Peter McCrea

\_\_\_\_\_  
May 17, 2022



## City of St. Helena

CA-22-006

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 13, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** walter nirenberg

**ADDRESS:** 1444 Adams Street, St Helena, CA, 94574

**PHONE:** 415.298.3013

**EMAIL ADDRESS:** nirenbergw@gmail.com

**LENGTH OF RESIDENCY:** 2013

**EMPLOYER:** EPAM, Inc. (NYSE: EPAM) Head of Open Banking & Payments Practice

**EMPLOYMENT STATUS:** Employed

**REASON FOR APPLYING:** I have a desire to learn more about and become involved in city management for the betterment of the the future for St Helena.

**EDUCATIONAL BACKGROUND:** Graduate work at Columbia University, BA from Clark University

**OTHER RELEVANT EXPERIENCE:** I've been in the financial services field for >40 years, managing large and complex projects with significant economic impact. During the course of my career I have worked in highly matrixed, politically charged companies both large and small. This has given me an appreciation of the value of consensus balanced against the need for decisiveness.

**COMMUNITY INVOLVEMENT:** I have worked with the Up Valley Family Center and the SHFD to start an annual gingerbread house event for families, last year we served over 200 local families. I serve on the board of an international aid fund, sending micro-loans to India and Africa for the benefit of tribal and rural infrastructure projects. I also serve as Board President on our Condo Association in the San Francisco, where we raised our family and still have an apartment.

**REFERENCE 1:** Name: Nena Talcott  
Address: Kearney Street  
Phone Number(s): (707) 812-7896  
Email: nena@talcottvineyards.com

**REFERENCE 2:** Name: Elaine Hinig  
Address: Stockton Street  
Phone Number(s): 707-479-2055  
Email: elaine@studio4forty.com

**REFERENCE 3:** Name: Bob Havens  
Address: Adams Street  
Phone Number(s): (707) 321-3849  
Email: bobhavens@comcast.net

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#### GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

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No

**What is your understanding of the role and responsibility of this Commission?**

Practice active listening. Feedback and add value when and where it's required. Become a partner with city government about pressing matters around utilities and the risks and impacts they face now and in the future.

**What would be your goal(s) as a Commissioner?**

My goals would be to act in partnership as a collaborator with City government, representing a civic perspective, safeguarding the heart of the City.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

\_\_\_\_\_  
walter nirenberg

\_\_\_\_\_  
May 13, 2022



## City of St. Helena

CA-22-011

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 18, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Mario Trincherro

**ADDRESS:** 222 Pope St, St. Helena, CA, 94574

**PHONE:** 7077386670

**ALTERNATIVE PHONE:** 7073023107

**EMAIL ADDRESS:** mtrincherro@tfewines.com

**LENGTH OF RESIDENCY:** 2 years current address, grew up here

**EMPLOYER:** Plant Engineer - Trincherro Family Estates

**EMPLOYMENT STATUS:** Employed

**REASON FOR APPLYING:** I am a concerned resident with deep roots in the community with family that has lived and done business in the City and immediate area since 1947. I am an engineer by trade, a problem solver by nature, and I believe the community at large could benefit positively from my involvement in this committee.

**EDUCATIONAL BACKGROUND:** B.S., EIT, Cum Laude - Mechanical Engineering - California Polytechnic State University - 2014  
A.S. Mathematics - A.S. Engineering - Santa Rosa Junior College 2011  
Saint Helena High School Class of 2003

**OTHER RELEVANT EXPERIENCE:** 5 years as Engineer for Trincherro Family Estates, solving problems and managing projects for site process, refrigeration, and utilities.

**COMMUNITY INVOLVEMENT:** RJT Foundation - Board Member  
Boys and Girls Club of St. Helena and Calistoga - Annual donor, 1 time Youth of the year judge

**REFERENCE 1:** Name:Tye Taylor  
Address: 90 Dahlia St  
Phone Number(s):707-227-4984  
Email: ttaylor@tfewines.com

**REFERENCE 2:** Name:Mark Smithers  
Address:1819 Vallejo St  
Phone Number(s):707-290-4508  
Email:

**REFERENCE 3:** Name: Bertie Aquistapace  
Address:27 San Lucas Ct  
Phone Number(s):707-477-1961  
Email:

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**GENERAL QUESTIONS:**

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**Have you ever attended a meeting of the Commission to which you are applying?**

No. This commission is new.

**What is your understanding of the role and responsibility of this Commission?**

I understand that I am to act as an advisor to the City Council on matters pertaining to proposed utility projects. I expect my responsibilities would equate to a few hours a week, spent studying and discussing proposed projects.

**What would be your goal(s) as a Commissioner?**

To provide a technical, project-management perspective on proposed project with a grounding in my care for the community. I am a long-time resident of this town. I grew up here. I have a deep interest in maintaining the kind of equitability that keeps this City functioning as as a City, not just a retirement resort.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No

**Is there anything else you would like us to consider when reviewing your application?**

If you're looking for a thoughtful, technical perspective on these projects, I'm your man.

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

\_\_\_\_\_  
Mario Trinchero

\_\_\_\_\_  
May 18, 2022



## City of St. Helena

CA-22-013

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 20, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Sean Maher

**ADDRESS:** 121 Knoll Place, St. Helena, CA, 94574

**PHONE:** (707) 484-4604

**ALTERNATIVE PHONE:** (707) 963-8452

**EMAIL ADDRESS:** smaher@aspectconsumer.com

**LENGTH OF RESIDENCY:** 25 yrs. of my business in St Helena

**EMPLOYER:** Aspect Consumer Partners

**EMPLOYMENT STATUS:** Employed

**REASON FOR APPLYING:** I have an interest in helping the City of St. Helena work on long and short term utility rates that are fair and equitable for the various types of users of the services.

**EDUCATIONAL BACKGROUND:** Justin Siena High School (1981), UCLA (BA in Political Science 1985), St Marys College (MBA 1995)

**OTHER RELEVANT EXPERIENCE:** Mergers & Acquisitions/Financial Advisory/Investment Banking (1995- Present)  
Certified Valuation Analysts (National Association of Certified Valuators and Analysts)

**COMMUNITY INVOLVEMENT:** Current Board Member and former President of the Board of Directors - Boys and Girls Clubs of St. Helena and Calistoga

**REFERENCE 1:** Name:Allison Hackett  
Address:1126 Hudson Avenue, St. Helena, CA 94574  
Phone Number(s): (707) 738-0274  
Email: ahackett@aspectconsumer.com

**REFERENCE 2:** Name:Henry Schlangen  
Address:1774 Crinella Ave, St. Helena, CA 94574  
Phone Number(s): (707) 235-5951  
Email: henrys@corcorangl.com

**REFERENCE 3:** Name:Doug Stanton  
Address:862 Mills Lane, St. Helena, CA 94574  
Phone Number(s):(707) 486-6140  
Email: doug@stantonvineyards.com

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#### GENERAL QUESTIONS:

**Have you ever attended a meeting of the Commission to which you are applying?**

No

**What is your understanding of the role and responsibility of this Commission?**

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Serve on the Utility Customer Advisory Committee to review findings and recommendations made by St Helena Staff and consultants for sharing utility costs

**What would be your goal(s) as a Commissioner?**

Provide professional and thoughtful review of findings/recommendations and provide fair and equitable input as a member of this important committee

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

No

**Is there anything else you would like us to consider when reviewing your application?**

I am highly skilled in financial analysis and have provided that to service to the wine industry since 1995. I have been a licensed valuation analyst (NACVA) for over 15 years

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

Sean Patrick Maher

May 20, 2022

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## Sean Patrick Maher

Maher Advisors

1101 Vintage Avenue, St. Helena, CA 94574

Phone: 707.484-4604 Fax: 707.963.1280 e-mail:sean@maheradvisors.com

### Experience:

|                  |                              |                 |
|------------------|------------------------------|-----------------|
| 1996-Present     | Maher Advisors, Inc.         | Napa Valley, CA |
|                  | dba Aspect Consumer Partners |                 |
| Managing Partner |                              |                 |

- 25-year wine industry veteran, with over \$3 billion in completed transaction value
- Founded Maher Advisors in 1995, an advisory firm focused on mergers and acquisitions, equity investments, valuation, management consulting and strategic sales and marketing within the wine industry
- Successfully completed merger & acquisition assignments for clients such as: Beringer, CalPERS, Federated Insurance, MetLife, Taittinger family, St. Supéry, Bill Hambrecht, Kendall Jackson, and Bill Harlan

|                              |                     |             |
|------------------------------|---------------------|-------------|
| 1987-1995                    | Cushman & Wakefield | Oakland, CA |
| Commercial sales and leasing |                     |             |

- Over \$120,000,000 in aggregate sales and leasing Exclusive agent for; Kaiser Center, 1,000,000 sq. ft., Lake Merritt Plaza, 500,000 sq. ft., Southland Square
- Primary responsibilities; positioning buildings in the marketplace, lease negotiations, presentation of projects, sale and acquisition of investment properties, disposition of RTC/FDIC/REO bank properties.

|                     |                            |          |
|---------------------|----------------------------|----------|
| 1986                | Marriott Hotel Corporation | Maui, HI |
| Tennis Professional |                            |          |

### Education:

|                                     |                                                |                 |
|-------------------------------------|------------------------------------------------|-----------------|
| 1985                                | University of California at Los Angeles (UCLA) | Los Angeles, CA |
| Bachelor of Arts, Political Science |                                                |                 |

|                                    |                    |            |
|------------------------------------|--------------------|------------|
| 1994                               | St. Mary's College | Moraga, CA |
| Masters in Business Administration |                    |            |
| Emphasis in Finance and Marketing  |                    |            |

**Other:**

|                     |                                                     |
|---------------------|-----------------------------------------------------|
| <b>1998-2000</b>    | Advisory Board, Vintage Directions Wholesale        |
| <b>1998-present</b> | Board of Directors, St. Helena Boys & Girls Club    |
|                     | Board President 2004-2006 raising \$7M in 2006 for  |
|                     | Capital Campaign for new building and \$11M in 2017 |
| <b>1999-2000</b>    | Advisory Board, Vanderbilt & Company                |
| <b>2000-2001</b>    | Advisory Board, Vineyards of Juliana                |
| <b>2005-present</b> | Member, Napa Valley Grape Growers                   |
| <b>2010-2015</b>    | Board President, St. Helena Unified School District |
| <b>2013-2015</b>    | Member, Napa County Tax Oversight Committee         |
|                     | representing school/college districts               |
| <b>2014-2018</b>    | Advisory Board Pellegrini Wine Company              |

**References available upon request**



## City of St. Helena

CA-22-012

### COMMISSION/COMMITTEE APPLICATION

**Received Date:** May 20, 2022

**Application Type:** Utility Customer Advisory Committee

**NAME:** Mark Smithers

**ADDRESS:** 1819 Vallejo St, St Helena, CA, 94574

**PHONE:** 7072904508

**ALTERNATIVE PHONE:** 7079638081

**EMAIL ADDRESS:** msmithers@tfewines.com

**LENGTH OF RESIDENCY:** 33 years

**EMPLOYER:** Trinchero Family Estates

**EMPLOYMENT STATUS:** Employed

**REASON FOR APPLYING:** Water and Wastewater rates are an important issue for all customers. My knowledge and expertise can be an asset to the committee and the city.

**EDUCATIONAL BACKGROUND:** BS in Finance and Accounting, San Francisco State, May 1981  
California CPA

**OTHER RELEVANT EXPERIENCE:** SHUSD Bond Oversight Committee  
St Helena Ad Hoc Utility Rate Committee  
St Helena Asset Planning Engagement (SHAPE) Committee

**COMMUNITY INVOLVEMENT:** Boy Scouts, supporter  
Roger Trinchero Family Foundation, director

**REFERENCE 1:** Name: Joel Gott  
Address: Fir Hill Dr, St Helena  
Phone Number(s): 707 508 5000  
Email: joel@gottwines.com

**REFERENCE 2:** Name: Tara Hensley  
Address: Dahlia St, St Helena  
Phone Number(s): 530 514 4293  
Email: thensley@tfewines.com

**REFERENCE 3:** Name: Pam Smithers  
Address: Vallejo Street, St Helena  
Phone Number(s): 707 696 0530  
Email: psmithrs@comcast.net

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#### GENERAL QUESTIONS:

**Have you ever attended a meeting of the Commission to which you are applying?**

N/A

**What is your understanding of the role and responsibility of this Commission?**

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Review and confirm financing assumptions and options presented.  
Review and confirm financial assumptions and adequacy of various requirements.  
Review findings and recommendations to ensure equitable cost allocations.

**What would be your goal(s) as a Commissioner?**

Provide an open platform allowing the public to engage in a full understanding of the rate setting process, financing needs, project priorities, and impacts of various financing assumptions resulting in an accepted and equitable rate structure and use rates.

**Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?**

Previous committees, yes; see above.  
Currently not serving on any committees or commissions.

**Is there anything else you would like us to consider when reviewing your application?**

No

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*I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.*

☒ I AGREE

\_\_\_\_\_  
Mark B Smithers

\_\_\_\_\_  
May 20, 2022

**CITY OF ST. HELENA**  
**RESOLUTION NO. 2022-**

**Appointing applicants to the Water and Wastewater Rate Study  
Advisory Committee**

**RECITALS**

- A. On December 3, 2021, the City released a Request for Proposals (RFP) for professional services to complete an updated Water and Wastewater Rate study. The City received a total of eight proposals. Based on the proposal, consultant's relevant experience, capacity for public engagement, references and interview, staff selected Raftelis; and
- B. On March 25, 2022, the City Council awarded a Professional Services Agreement to Raftelis to engage in the activities outlined in the proposal. During the meeting, City Council recommended the formation of an Advisory Committee to provide feedback on the draft rate study; and
- C. The advisory committee would consist of representative group of stakeholders from the community appointed to provide comments and advice on the elements of the study and resulting rate structure. The committee will meet on a regular schedule during the rate study to develop a detailed knowledge of the project and to share their relative perspectives, ideas, concerns, and interests. The committee will work to identify areas of common ground and/or consensus to develop recommendations; and
- D. Responsibilities include:
  - a. Reviewing and confirming financing assumptions and options presented by staff and the consultant for CIP projects in the first five years of the Rate Study, giving due consideration to project prioritization (immediate need, number, and estimated cost) and the proper balance of using cash versus debt.
  - b. Reviewing and confirming significant financial assumptions in the Study, such as reserves, adequacy of sinking funds, and designated and undesignated fund balances in accordance with generally accepted municipal financial principles.
  - c. Review findings and recommendations to ensure equitable allocation of costs related to industrial, commercial, and residential users, rate models, and recommend appropriate rates and changes with consideration given to location, setting, special demands or unique conditions.

**RESOLUTION**

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

1. \_\_\_\_\_ were appointed to the Water and Wastewater Rate Study Advisory Committee.

Approved at a Regular Meeting of the St. Helena City Council on May 24, 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 Tzaopoulos, City Clerk





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section: OLD BUSINESS**

**Subject: Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings and Discussion and Direction Regarding In-Person Meetings**

**CEQA Determination:** Not a CEQA project

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

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

**Approved By:** James C. McCann, Interim City Manager

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**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.

The City Council determined at the May 10, 2022 City Council meeting to return to in-person meetings starting with the June 7, 2022 Planning Commission meeting.

#### **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, February 8, 2022 and March 8, 2022, March 22, 2022 and April 26, 2022. This is being reconsidered on May 24, 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.

As noted above the City Council determined at the May 10, 2022 City Council meeting to return to in-person meetings starting with the June 7, 2022 Planning Commission meeting.

On May 13, 2022, just days after Council direction to return to in-person meetings, Bay Area health officers urged the public to take precautions as COVID levels rise. Twelve Bay Area health officers are stressing the importance of taking safety precautions, including continued masking indoors, as the region experiences a new swell of COVID cases and hospitalizations. Attachment 2 details the full statement from the public health officials.

The Bay Area now has California's highest COVID infection rates. The current wave is fueled by highly contagious Omicron subvariants. Bay Area counties are seeing increases in reported cases and hospitalizations. Actual case rates are higher than those reported because of widespread use of home tests.

Community members and committee members have contacted staff with concerns of returning to an in-person meeting setting due to the increase in COVID infection rates. Staff recommends that the City Council have a discussion to consider:

- Remaining in a virtual environment until the emergency is declared over by either our local Public Health Official or the Governor
- Remaining in a virtual environment for an additional two months and revisit returning to in-person after that time

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDED ACTION**

Approve the Attached Resolution Making Findings and Determinations Under AB 361 and Consider Remaining in a Virtual Environment.

**ATTACHMENTS**

[Attachment 1 - Resolution AB361](#)

[Attachment 2 - Napa County News](#)

**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 May 24, 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

## Napa County News

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Posted on: May 13, 2022

### Bay Area Health Officers Urge Public to Take Precautions as COVID Levels Rise

Twelve Bay Area health officers are stressing the importance of taking safety precautions, including continued masking indoors, as the region experiences a new swell of COVID cases and hospitalizations.

The Bay Area now has California's highest COVID infection rates. The current wave is fueled by highly contagious Omicron subvariants. Bay Area counties are seeing increases in reported cases, levels of virus in sewer sheds, and hospitalizations. Actual case rates are higher than those reported because of widespread use of home tests.

These health officers reiterate their continued, strong support for people to mask up indoors, keep tests handy, and ensure they are up to date on vaccinations by getting boosters when eligible.

"Cases are increasing in Napa County and across the Bay Area and we should use all the tools to prevent transmission, hospitalizations and death, including masking, testing, vaccination and early treatment," said Napa County Public Health Officer and Deputy Director of Health and Human Services Dr. Karen Relucio.

The grim milestone of [1 million deaths from COVID](#) in the United States underscores the need for continued vigilance against the virus.

Although not required, [masking is strongly recommended by the California Department of Public Health](#) for most public indoor settings, and health officials say wearing higher-quality masks (N95/KN95 or snug-fitting surgical masks) indoors is a wise choice that will help people protect their health. Vaccines remain the best protection against severe disease and death from COVID.

Health officials say people should also stay home if they feel sick and get tested right away. Officials also encourage getting tested after potential exposure and limiting large gatherings to well ventilated spaces or outdoors. For people who are more likely to get very sick from COVID-19 infection, medications are available that can reduce your chances of severe illness and death. Talk with your healthcare provider *right away* if you test positive.

*The above statement has been endorsed by health officers from the counties of Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma as well as the City of Berkeley.*



**Cindy Tzaopoulos**

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**From:** TOM BELT <tmbelt@comcast.net>  
**Sent:** Tuesday, May 24, 2022 11:33 AM  
**To:** Cindy Tzaopoulos  
**Subject:** [External] St. Helena City Council Meeting Public Comment Agenda Item 9.2

Cindy, Please include the following public comment under agenda 9.2 during tonight's city council meeting.

Dear St. Helena City Council Members,

I just read agenda item 9.2 scheduled for the May 24, 2022 Council Meeting. I believe if the city decides to hold its utility rate study public meetings virtually it will not receive the amount of public input and perhaps the support needed to achieve public acceptance of the new utility rate schedule. Holding virtual meetings is a poor substitute for holding open public meetings where comments are received and ideas are exchanged face to face.

If the threat of Covid infection is a concern, I believe the city has the resources to conduct public meetings safely by requiring face masks, safe distancing, and additional protocols to significantly reduce the spread of the virus. Our schools are open, masks are optional in most public spaces, and I just attended a large public gathering in St. Helena last Saturday where over a hundred and fifty people attended where less than a dozen people wore masks.

In my opinion, conducting meetings virtually is a poor substitute for conducting open public meetings. Especially for such an important event as a utility rate study every five-years. Additionally, not all water customers have the availability to Zoom and I can only say from experience, having to wait an hour or more on the phone to provide one's input to a nonresponding audience is extremely frustrating.

Thank you for your consideration,

Tom and Margot Belt





Report to the City Council  
Regular City Council - 24 May 2022

**Agenda Section:** **NEW BUSINESS**

**Subject:** **St. Helena Annual Chamber of Commerce Report**

**CEQA** **Not a CEQA project**  
**Determination:**

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

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

**Approved By:** James C. McCann, Interim City Manager

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**BACKGROUND**

The City of St. Helena (City) has partnered with the St. Helena Chamber of Commerce (Chamber) and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination of choice.

On June 22, 2021, the City of St. Helena entered into two separate agreements with the Chamber:

1. STH Contract: FY 2022-005 in the amount of \$220,500 for Marketing and Promotional Services (Attachment 1) and
2. STH Contract: FY 2022-004 in the amount of \$100,000 for targeted Business Recovery Marketing (Attachment 2)

The first of the two agreements is an annual contract which includes an allocation of \$30,000 to Special Events Production activities and the remainder of funds for Tourism Marketing and Promotional Efforts.

The second agreement was authorized by City Council as Phase 2 of the COVID Business Recovery Destination Marketing Plan. This was a response to the ongoing effort to increase revenues following the dramatic shift in the economy as a result of COVID-19. The additional investment was for targeted business recovery that meets City Council Goal 4 and aligns with the Community Budget Survey conducted in 2021.

**DISCUSSION**

Pursuant to Section 5 of the current Marketing and Promotional Services Agreement, the Chamber is required to provide an annual written report of all expenditures funded under the agreement, including:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center
- Utilization and traffic counts on the Chamber website
- Hours of operations and staffing levels at the St. Helena Welcome Center
- Reports on advertising, press coverage, and press releases with date of publication or release
- Status of projects/programs and Special Event Production.

The Chamber will be providing funding requests for the next fiscal year in their presentation. Staff will further evaluate the funding request and will bring a recommendation for approval of a contract during the FY 2022-23 budget process.

**FISCAL IMPACT**

For the purpose of this staff report, there is no fiscal impact. However, it is expected that the Funding Agreement with the Chamber will be executed at a future City Council meeting consistent with previous process.

**RECOMMENDED ACTION**

Receive and file.

**ATTACHMENTS**

[Attachment 1 - STH Contract FY2022-004 Chamber of Commerce Business Recovery Marketing](#)

[Attachment 2 - STH Contract FY2022-005 Chamber of Commerce FY22 Agreement](#)

STH Contract: FY2022-004

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on June 22, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and St. Helena Chamber of Commerce (Consultant).

**RECITALS:**

A. City desires to employ Consultant to furnish professional services in connection with the project described as Business Recovery Marketing.

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

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

**SECTION 1 – BASIC SERVICES**

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

**SECTION 2 – ADDITIONAL SERVICES**

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

**SECTION 3 – TIME FOR COMPLETION**

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

**SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$100,000 unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 12

St. Helena Chamber of Commerce Business Recovery Marketing

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:

Page 3 of 12

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

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

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

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

## **SECTION 8 – INDEMNIFICATION**

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

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

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

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

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

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

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

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product

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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

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Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

#### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

#### **SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS**

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

B. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

#### **SECTION 17 – AUDIT AND INSPECTION OF RECORDS**

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

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

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

#### **SECTION 18 – LIMITATION OF LIABILITY**

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities 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, sent by facsimile, email, or first class mail, addressed as follows:

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

To Consultant:            Amy Carabba-Salazar  
President & CEO  
St. Helena Chamber of Commerce  
1320A Main Street  
St. Helena, CA 94574

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

#### **SECTION 21 – TERMINATION**

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

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

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

#### **SECTION 22 – ATTORNEYS’ FEES**

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

### **SECTION 23 – ENTIRE AGREEMENT**

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

### **SECTION 24 – SUCCESSORS AND ASSIGNS**

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

### **SECTION 25 – CONTINUITY OF PERSONNEL**

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

### **SECTION 26 – DEFAULT**

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

### **SECTION 27 – WAIVER**

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

### **SECTION 28 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

#### **SECTION 29 – SEVERABILITY**

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

#### **SECTION 30 – THIRD PARTY BENEFICIARIES**

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

#### **SECTION 31 – STATUTES OF LIMITATION**

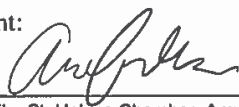
As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination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

#### **SECTION 32 – SPECIAL PROVISIONS**

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

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

Consultant:

By: 

Name: The St. Helena Chamber, Amy Carabba

Title: CEO & President

City:

By: 

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

ethan

By:  walsh@bbklaw.com

Name: Ethan Walsh

Title: City Attorney

Digitally signed by ethan  
ethan@bbklaw.com  
DN: CN = ethan walsh@bbklaw.com  
Date: 2021.07.02 16:13:29 -07'00'

# Phase 2 Exhibit A

## Business Recovery Destination Marketing Plan



Timeframe: July 1, 2021 - June 30, 2022

### Video Asset Refresh

- New Short-Form Video Assets For Use In Streaming
- Paid & Organic Social
- Nine(9) Videos Total | To Be Used Quarterly:
  - 3 at :30 seconds
  - 3 at :15 seconds
  - 3 at :10 seconds

### Continuous Digital Ad Campaign

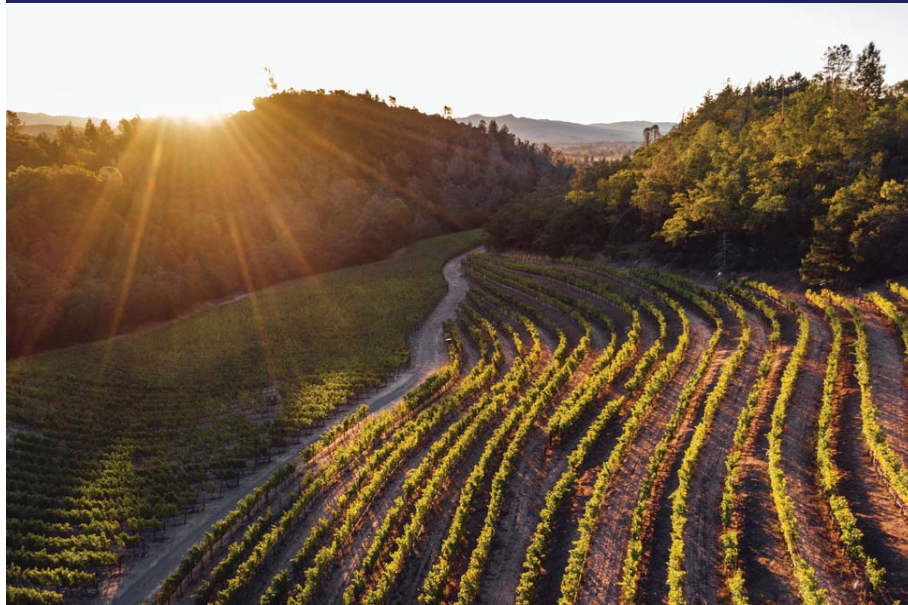
- Refreshed Search & Social Creative
- Native Content
- Focus On Overnight Extended Stays in St. Helena
- Strategic Paid Influencer Marketing & Photography Assets
- StHelena.com Website Enhancements

### Project Management by The Abbi Agency

Total Budget Allocated from the City of St. Helena

\$100,000

To Be Disbursed  
Quarterly (\$25k)



**ST. HELENA**  
CHAMBER OF COMMERCE

**THE ABBI**  
**AGENCY**™

Prepared for the City of St. Helena ©2021

STH Contract: FY2022-005

MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA  
AND THE ST. HELENA CHAMBER OF COMMERCE

**THIS MARKETING AND PROMOTIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into on June 22, 2021 ("Effective Date") by and between the City of St. Helena, a municipal corporation located in the County of Napa, State of California ("City"), and the St. Helena Chamber of Commerce, a California Non-Profit Corporation ("Chamber"). The City and Chamber are sometimes hereinafter referred to collectively as the "Parties."

**RECITALS**

- A. City seeks to work with the Chamber of and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice.
- B. California Government Code Section 37110 provides the City with authorization to utilize City General Funds to, among other things, promote the City.
- C. Chamber represents it is recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization.
- D. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City in accordance with this Agreement.
- E. City and Chamber have previously entered into similar promotional and marketing services agreements.
- F. City seeks to have the Chamber continue to sponsor and support a variety of community building activities, including cooperating with the City and local volunteers to produce a holiday experience for the benefit of City residents and the local business community, and the Chamber desires to conduct such community building activities.

The City 2021-22 annual operating budget includes an allocation of an additional TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the holidays. This \$25,000 is not included in the Chamber contract and allocated funds from the City.

**Therefore**, for the consideration hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services outlined in Exhibit A attached hereto, including dedicating Chamber efforts and allocating THIRTY THOUSAND DOLLARS - \$30,000 of the contracted TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$220,500) contract amount to the Special Events Production activities set forth on Exhibit A. The Parties acknowledge and agree that to foster the success of holidays in St. Helena

("Event"), the Chamber shall dedicate a substantial portion of Chamber Special Events Production activities to the Event. Subject to Section 22 of this Agreement, the Parties may agree to Scope of Services modifications mutually acceptable to the Parties and confirmed in writing signed by the Parties.

Section 2. Term of Agreement. The term of this Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022, unless sooner terminated in accordance with its terms.

Section 3. Compensation. For the Scope of Services provided in Exhibit A, the City will pay the Chamber the annual sum of TWO HUNDRED TWENTY THOUSAND FIVE DOLLARS (\$220,500). Said payments shall be made in quarterly installments of FORTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$47,625) toward Tourism Marketing and Promotional Efforts. Quarterly invoice will be paid, within a reasonable timeframe, once invoice is received from the Chamber of Commerce. Should the Chamber need these dollars sooner, the Chamber shall provide a written request to be approved by the City Manager to advance funds. In addition, the City shall advance THIRTY THOUSAND DOLLARS (\$30,000) for Special Events Production for the activities and in the amounts set forth on Exhibit A.

Notwithstanding the foregoing, the Parties acknowledge and agree that: (a) the cost of production for the holidays is likely to exceed the City's TWENTY-FIVE THOUSAND DOLLARS (\$25,000) contribution and the TWENTY THOUSAND DOLLARS (\$20,000) Chamber allocation on Exhibit A (such amounts combined, the "City/Chamber Funds"); (b) the Chamber and local volunteers intend to raise additional funds for the Event through contributions to a Chamber foundation ("Contributions"); (c) in the event that the amount of the City/Chamber Funds plus Contributions on hand are insufficient to pay any Event deposits as of the date they are due, the City Manager is authorized to make a full or partial advance disbursement of up to FORTY-FIVE THOUSAND DOLLARS (\$45,000) for each quarterly installment, as necessary; (d) the Chamber and Chamber foundation assume the responsibility to account for Contributions including, without limitation, allocation of any portion of Contributions to cover advance disbursements to the Chamber made pursuant to the foregoing clause; (e) the City Manager may disburse City/Chamber Funds and any advance disbursement amounts directly to the vendor or to the Chamber in order to pay Event deposit expenses; and (f) in no event shall the City be obligated to disburse more than TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$220,500) to or on behalf of the Chamber during the term of this Agreement.

Section 4. Accounting. On or prior to the Effective Date, the Chamber shall present the Chamber's operating budget for the 2021-2022 fiscal year and a copy of the prior fiscal year budget and actual expenditures incurred at the Welcome Center. The Chamber shall account for all City funding provided under this Agreement and shall keep complete and accurate books and records for all expenditures associated with the City funding provided under this Agreement. Upon not less than 10 calendar days' notice from the City, the Chamber shall make available to the City and submit to inspection, review, and audit by the City and/or other governmental agencies with jurisdiction, all the Chambers' books, records, and financial statements.

Section 5. Performance Evaluation and Tracking. For the purpose of evaluating the effectiveness of the Tourism, Marketing and Promotional Efforts and the Special Events Production provided by the Chamber under this Agreement, the Chamber shall provide to the City a mid-year review on a date selected by the City, and a final written report at the end of the fiscal year. The mid-year review and final report shall include a report of all expenditures funded under this Agreement, and shall include the following information as of the date of reporting:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center
- Utilization and traffic count on the Chamber website.
- Hours of operation and staffing levels at the St. Helena Welcome Center. The St. Helena Welcome Center is open at minimum, five days per week and the hours are set at the discretion of the Chamber.
- Reports on advertising, press coverage, and press releases with dates of publication or release.
- Status of projects/programs and Special Events Production outlined in Exhibit A, "Scope of Services," including, without limitation, dates, estimated attendees and expenditures.

The City Manager and the Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region and Special Events Productions.

Section 6. Independent Contractors. The Parties understand and agree that in the performance of its work and services under this Agreement, Chamber is and at all times shall remain a wholly independent contractor and not an officer, employee or agent of City. Chamber shall obtain no rights or benefits that accrue to City employees. 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

Section 7. Indemnification by Chamber. The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

Section 8. Indemnification by City. The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement.

Section 9. Insurance Requirements. Chamber shall procure and maintain for the duration of the Agreement 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 Chamber, 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. Chamber 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. 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.
- D. 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 Chamber or Chamber's subconsultants; or automobile owned, leased, hired or borrowed by the Chamber.
  - 2. For any claims related to Chamber's conduct while performing the work of this project, the Chamber'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 Chamber'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.

E. Waiver of Subrogation. The workers compensation policy is to 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.

F. 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.

G. Verification of Coverage. Chamber 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 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, gender, gender identity, gender expression, age, national origin, religion, marital status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to the City upon request and Chamber expressly grants City full legal authority and license to use and distribute any such materials.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest/Anti-Fraud and Anti-Corruption Policies. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

- 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(s) / subconsultant's(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 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding or any post-judgment legal proceedings.

Section 18. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement. In the event that Chamber enters into any agreements with third

parties in connection with the work and services provided under this Agreement, City shall be deemed an intended third-party beneficiary of such agreements.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective Parties as follows:

**CEO/President  
St. Helena Chamber of Commerce  
1320A Main Street  
St. Helena, CA 94574**

**City Manager  
City of St. Helena  
1572 Railroad Avenue  
St. Helena, CA 94574**

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Representations. Chamber represents it is recognized by the Internal Revenue Service as a section 501[c][6] nonprofit organization, that it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on the Scope of Services to be provided to the City in accordance with the terms of this Agreement.

Section 22. Entire Agreement/ Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both Parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 23. Termination. This Agreement may be terminated prior to June 30, 2022, as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber's invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber's invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to the Chamber or Chamber's reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on February 28, 2022, then FIFTEEN THOUSAND

DOLLARS (\$15,000) of the FORTY-FIVE THOUSAND DOLLARS (\$45,000) of quarterly funds advanced on January 31 for Tourism Marketing and Promotion Efforts would be returned to the City for the services not performed during March 2022 of the installment period plus funds disbursed for Special Events Production that had not occurred prior to the termination date.

Section 24. Special Provisions. This Agreement is subject to the following special provisions:

The Parties are required to provide certificates of coverage for agreed upon special events ("Event") and shall name each other as additional insureds for the Event, as set forth below.

Hold harmless: to the fullest extent permitted by law, Chamber shall hold harmless, defend at its own expense, and indemnify City its officers, employees, agents, contractors, consultants, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence, active negligence, or willful misconduct.

Hold harmless: to the fullest extent permitted by law, City shall hold harmless, defend at its own expense, and indemnify Chamber its officers, employees, agents, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from, all acts or omissions of City or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Contractor's sole negligence, active negligence, or willful misconduct.

Both Parties shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise out of relate to, or result from the performance of the work hereunder by the respective party, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the parties maintain broader coverage and/or higher limits than the minimums shown above, the parties require and shall be entitled to the broader coverage and/or the higher limits. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following. provisions:

#### Additional Insured Status

The parties, their officers, officials, employees, contractors, consultants, and volunteers are to be covered as additional insureds on the other party's CGL policy with respect to liability arising out of, relating to, or resulting from work or operations performed by or on behalf of the respective party, including liability arising out of, relating to, or resulting from materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 0104 13 as respects to the parties, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the parties, its officers, officials, employees, or volunteers shall be excess and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the parties.

#### Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

The parties shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy

listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The parties reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

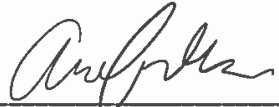
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The parties reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**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.**

Chamber:

By: 

Name: Amy Carabba-Salazar

Title: CEO/President

City:

By: 

Name: Mark T. Prestwich

Title: City Manager

Exhibit A Scope of Services  
St. Helena Chamber of Commerce Marketing and Promotional Services Agreement

**Tourism, Marketing, and Promotional Efforts**

The St. Helena Chamber of Commerce ("Chamber") shall use its best efforts to proactively market the City of St. Helena, downtown merchants, and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services. Chamber's marketing and promotional efforts shall include, without limitation, the following activities:

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high-end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center at minimum five days per week at the discretion of the Chamber CEO.
- Produce and update as necessary various City promotional information such as but not limited to a map of St. Helena and other such information.

**Special Events Production**

Special Events Productions are to be held in St. Helena and generally available to the community, but may include nominal costs for special activities and food and beverages. The Chamber will use its best efforts to provide support and assistance to the following community activities and in the following amounts, including but not limited to:

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| Summer Concert Series (Summer 2022)                             | \$6,500         |
| Holidays in St. Helena                                          | \$20,000        |
| Celebrate St. Helena                                            | \$2,500         |
| Misc. Events (Earth Day, Neighborhood Table, and Sidewalk Sale) | \$1,000         |
| <b>TOTAL</b>                                                    | <b>\$30,000</b> |

**Cindy Tzaopoulos**

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**From:** Ahren Trumble <info@sportago.com>  
**Sent:** Friday, May 20, 2022 3:23 PM  
**To:** Geoff Ellsworth; Paul Dohring; Anna Chouteau; Lester Hardy; Eric Hall  
**Cc:** James McCann; Public Comment  
**Subject:** [External] In support of full funding for the St. Helena Chamber of Commerce

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Council Members, Mayor Ellsworth & City Staff,

I am writing in support of the continued FULL funding of the St. Helena Chamber of Commerce. To be clear, by full funding I mean the \$220,000 as part of the city contract with the chamber, as well as the additional \$100,000 for destination marketing that was included in the FY21/22 budget. These marketing funds are imperative for the continued success of our town's businesses.

As a local business owner, the Chamber provides support for businesses like mine that we would never be able to accomplish ourselves. With the addition of the much-needed recovery marketing funding by the city during the pandemic, Amy and her staff & strategic partners have been able to not only turn Main Street businesses around, but to be a model to the other cities in Napa County and throughout California on what a successful, modern Chamber is able to accomplish. This is something we should all feel proud of.

The Chamber does many things for our town that is visible. The Welcome Center on Main Street, Summer Concerts, Sidewalk Sale, holiday decorations and programming in addition to weekly informative and reliable communication between government agencies on all things that affect us as business owners and citizens. What I would like to address specifically is the non-visible contributions of the Chamber. Sure, you may see the ads and the graphs and metrics that show we are having success and growth, but HOW those efforts show up in my store and on Main Street are far more important to me and should be to you as well.

Over the past 16 months Sportago has seen record growth in 12 of those months with an increasingly positive outlook for 2022. This is all during a challenging pandemic, supply chain delays and staffing shortages. We have all worked hard to emerge from 2020 in one piece, but the Chamber has continually and effectively brought visitors to our town through social media advertising and strategic campaigns with organizations that know how to do this far better than I. This funding was made possible in part by you, our city government, and its realization that what is good for business in St. Helena is also a valuable investment as the return comes back in the way of TOT, sales tax, full restaurants and sidewalks! In this world of fast paced and ever-changing advertising, having a knowledgeable voice that reaches my potential customers for me is necessary and vital. That voice is the St. Helena Chamber of Commerce.

Thank you for your prior support of the Chamber and I urge you to fully continue that investment in our town and its' businesses.

Sincerely  
 Ahren Trumble  
 Owner, Sportago  
 St. Helena Chamber Board Member

Ahren Trumble  
Sportago  
1380 Main St.#101  
St. Helena, CA. 94574  
P: (707) 963-9042  
F: (707) 963-7461  
[ahren@sportago.com](mailto:ahren@sportago.com)

*No trees were harmed in the creation of this electronically composed and digitally published e-mail but a fair number of electrons were somewhat perturbed.*

## Cindy Tzaopoulos

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**From:** KC Garrett <kc@kcgaretproperties.com>  
**Sent:** Monday, May 23, 2022 7:43 PM  
**To:** James McCann  
**Cc:** Public Comment  
**Subject:** [External] Please Fully Support Chamber of Commerce

May 23, 2022

Dear Jim,

Welcome to St. Helena and back to Napa Valley! We are looking forward to working with you as the new Interim City Manager! I am writing this letter as a local real estate agent, business owner and board member of the Chamber of Commerce in support of the requested \$320,500 funding to the Chamber of Commerce to help pay for the strategic marketing campaigns for the City of St. Helena. The destination marketing money is critical for attracting more visitors to St. Helena who will spend money on hotels, restaurants, retail stores and real estate. The Chamber of Commerce has had a proven track record of successful digital advertising and media campaigns that have led to revenues coming back to the City of St. Helena. The funding that the Chamber is requesting is critical to keeping the advertising momentum going.

The St. Helena Chamber of Commerce has been very active and has a great presence on Main Street with their Visitor Center and very active employees. They also host summer concerts in Lyman Park, an annual large Christmas Tree, Santa visits, Wine Barrel art projects, Chamber mixers and the Annual luncheon for the Citizen and Employee of the Year as well as other events to stimulate business and community involvement.

Online research indicates that our neighboring community of Yountville's destination marketing appears to be \$304,508 according to the 2021/2022 Budget in Brief. And the City of Calistoga agreed on \$300,000 for destination marketing for 2021 per a Napa Valley Register news article. We need the full \$320,500 that the St. Helena Chamber of Commerce is requesting for this next year in order to be competitive and successful. Please do not cut the funding. The Chamber of Commerce is respectfully asking the City Council to continue to support all their efforts. Please agree to \$320,500 for the coming year for St. Helena Chamber of Commerce. And please agree to the 3 year proposal, so the Chamber can plan ahead.

Thank you for your time and consideration.

Sincerely, KC

KC Garrett  
 1746 Vineyard Avenue  
 St. Helena, CA 94574

Coldwell Banker Brokers of the Valley  
 707-477-6858  
[KC@KCGarrettProperties.com](mailto:KC@KCGarrettProperties.com)



## Cindy Tzaopoulos

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**From:** James McCann  
**Sent:** Monday, May 23, 2022 8:53 PM  
**To:** Cindy Tzaopoulos  
**Subject:** FW: Chamber of Commerce Funding

Cindy—A communication for tomorrow’s Council meeting. Please share with the City Council.

Thank you.

-Jim

---

**From:** Linzi Gay <lgay@clifffamily.com>  
**Sent:** Monday, May 23, 2022 12:41 PM  
**To:** James McCann <jmccann@cityofstheleena.org>  
**Subject:** [External] Chamber of Commerce Funding

Hello Jim,

I am writing as President of Clif Family Winery & Farm. As a small business located in St. Helena, Clif Family strongly relies on the destination marketing programs that the Chamber has successfully implemented in the past few years to keep our business thriving in St. Helena. These marketing programs are vital to driving visitors up valley to support our business. And as a successful business, we are able to continue to serve our local community as well.

In addition to destination marketing, the St. Helena Chamber of Commerce operates our town’s Visitor’s Center with over 20,000 annual visitors, supports community events such as Summer Concerts, Holidays in St. Helena and Celebrate Community Awards and provides business resources, education and training to member businesses.

I encourage the city council to support the funding for the St. Helena Chamber of Commerce so that our community and businesses can continue to thrive.

Thank you,

**Linzi Gay**

*President*

**Clif Family Winery & Farm**

Office: 1334 Vidovich Lane, St. Helena, CA 94574

Tasting Room: 709 Main Street, St. Helena, CA 94574

**p** 707.968.0625 | **m** 707.486.7072

[www.clifffamily.com](http://www.clifffamily.com)



EST 1876



**ST. HELENA**

NAPA VALLEY'S MAIN STREET

# 2021 – 2022 Marketing Report

St. Helena Chamber of Commerce & City of St. Helena Partnership

## St. Helena Destination Marketing

### Strategic Priority

*Build a strong Economic Recovery Marketing plan to generate revenue and traffic to the destination. Market St. Helena as the best of California's Wine Country. Generate revenue for area business with low impact on the community, in alignment with the mission/vision of the City of St. Helena.*

### Goals

- *More visitors -staying longer - Heads to Beds*
  - *Visitor Spending Up*
  - *Incentives to Come and Visit*
  - *Promote Brand Awareness*

### Objectives

- *Position St. Helena as a world class destination*
- *Educate consumers as to why St. Helena is a must travel destination*
- *Drive Traffic through strategic digital advertising & new marketing assets*
  - *Focus on lifestyle, passion & experience*

## St. Helena Chamber/City Funding Partnership- Supports Economic Sustainability

### Current 2021-2022 Budget

\$220,500.00 with the built in 5% Annual Increase  
(30K is allocated for community events).  
\$100,000 Recovery Marketing Enhancement  
Total: \$320,500.00

### Budget Proposal 2022-2023

Continue with the above for a 3 year strategic plan:

That would be the \$220,500.00 to \$320,500.00  
3 year deal, rather than the annual 1 year.  
320,500 Annual Contract- plus the added annual inflation 5%

That would be the following:

2022-2023  $320,500 + 5\% = \$336,325.00$ .  
2023-2024.  $336,325 + 5\% = \$353,141.00$   
2024-2025 +  $343.101 + 5\% = \$370,798.00$

## CHAMBER OPERATIONS

**228** MEMBERS

MEMBERSHIP  
RETENTION **94%**

**10+** COMMUNITY EVENTS

LEADER IN BUSINESS  
COMMUNICATIONS & SUPPORT

[STHELENACHAMBER.COM](http://STHELENACHAMBER.COM)

- JOB BOARD
- VISITOR VIRTUAL CHAT
- LEADERSHIP SERIES
- WORKSHOPS + NETWORKING

ANNUAL  
WELCOME  
CENTER VISITORS **20+K**

ANNUAL WINE PASSPORT

- DIRECT BOOKINGS + REFERRALS
- BI-WEEKLY EMAIL CAMPAIGNS
- EVENTS CALENDAR

EST 1876



**ST. HELENA**

NAPA VALLEY'S MAIN STREET



31.3K FOLLOWERS  
2.4M+ ANNUAL REACH  
6.1M+ IMPRESSIONS  
740K REEL VIEWS



20K FOLLOWERS



127K MONTHLY  
VISITS



72.8K VIEWS IN APRIL  
APRIL ENGAGEMENT  
UP 86%

@STHELENACA

## MARKETING FY 21-22

**38 MEDIA  
PLACEMENTS**

LA TIMES, TRAVEL & LEISURE, TV  
LIVE SHOTS + MORE

**3.1M** IMPRESSIONS FROM  
DIGITAL PRINT MEDIA  
COVERAGE 2021

**12+** MARKETING VIDEOS

2021-2022  
DIGITAL AD  
CAMPAIGN

**\$125K**

25K Up Valley Campaign Results:  
8.6M+ IMPRESSIONS-ADS  
2.6M+ WEBSITE IMPRESSIONS

**6K+**

DESTINATION  
MARKETING  
E-NEWSLETTER

**28+** INFLUENCER VISITS + GIVEAWAYS

**55K**

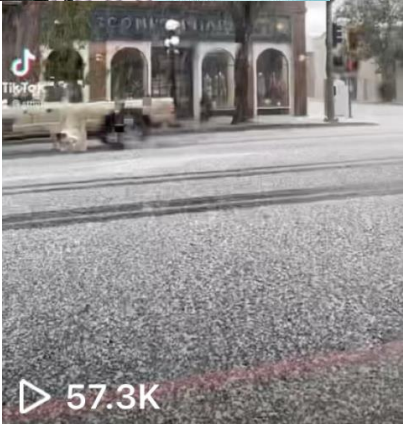
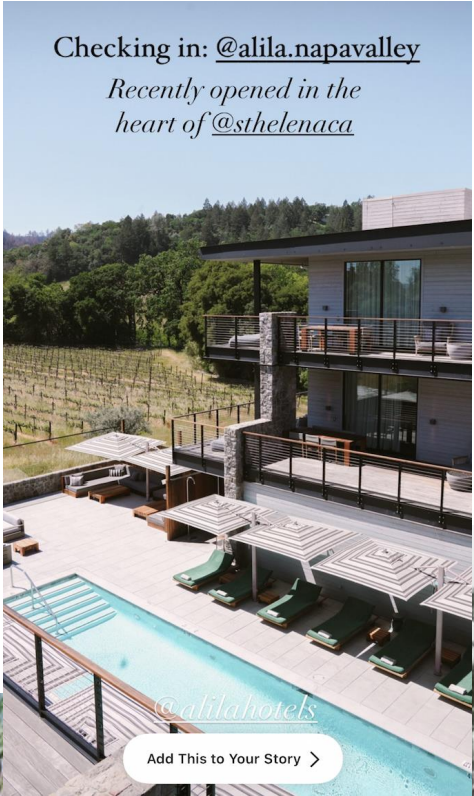
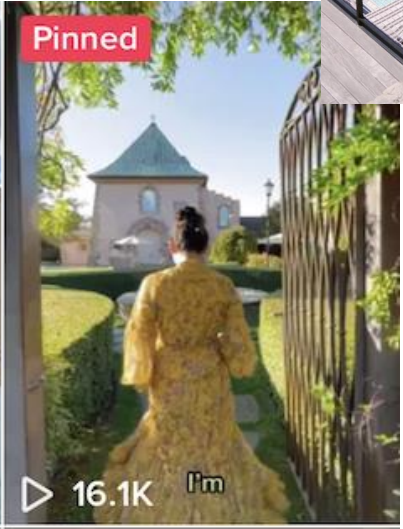
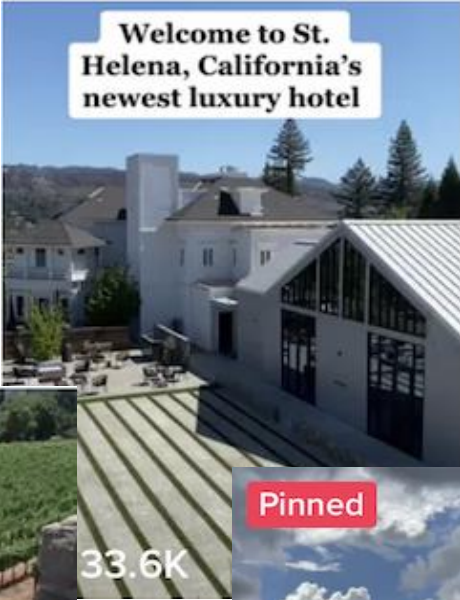
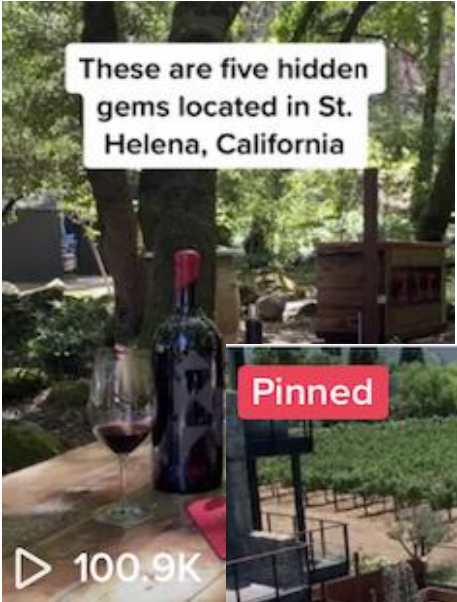
STHELENA.COM  
MONTHLY TRAFFIC



**MANAGE ALL  
ST. HELENA  
SOCIAL MEDIA  
ACCOUNTS**



# Social Media Wins



# Press Coverage Book

THE ABBEY AGENCY

EXPORT TO EXCEL/CSV

## St. Helena 2021 Media Placements

METRICS



34

PIECES OF COVERAGE:



174K

ESTIMATED COVERAGE VIEWS:



13

LINKS FROM COVERAGE:



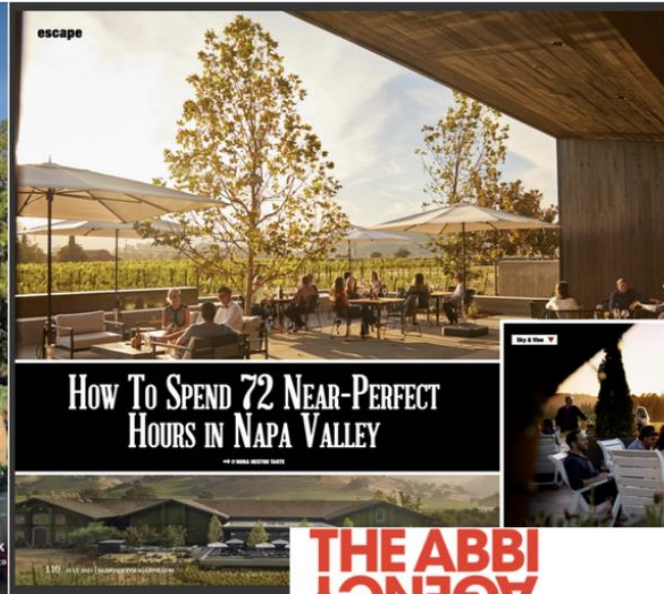
370K

FOLLOWERS:

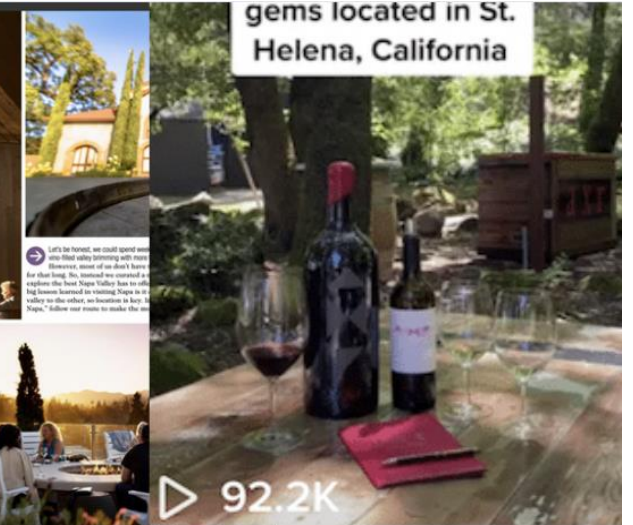
INSPIRATION GUIDE  
*Discover St. Helena*



Digital Ads



THE ABBY AGENCY



## Marketing Highlights



ST. HELENA  
NAPA VALLEY'S MAIN STREET  
DIP LIKE A DIVA,  
*Soak like a Saint.*



ST. HELENA  
NAPA VALLEY'S MAIN STREET  
DINE LIKE A DEITY,  
*Sip like a Saint.*



ST. HELENA  
NAPA VALLEY'S MAIN STREET  
GLOW LIKE A GODDESS,  
*Stretch like a Saint.*



DESTINATION CALIFORNIA

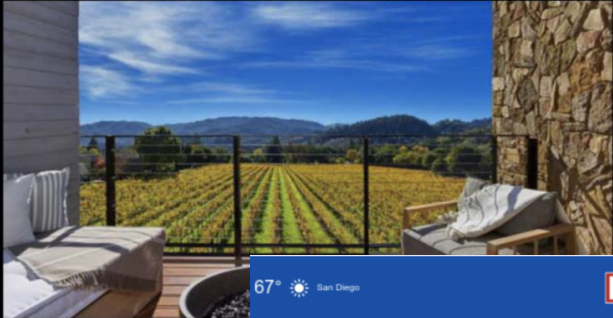
## Destination California: Exploring the St. Helena wine scene



VIDEO NEWS CORONAVIRUS SHOWS WEATHER

# Press

Historical town in Wine Country is full of luxurious offerings



ST. HELENA, Calif. – Situated in the center of Napa Valley, St. Helena is known as the place where Napa Valley first started. Known as the place where Napa Valley first started brand refresh.

Recognized as Napa Valley's Main Street, the town is a place where you want to feel the excitement of traveling again, focusing on wellness. Using a clever tie-in to the town's history, you can indulge, relax and challenge themselves all in one place. This historical town is full of offerings that you won't find anywhere else.

68° Los Angeles

**KTLA 5**  
LA'S VERY OWN

WATCH LIVE VIDEO NEWS CORONAVIRUS SHOWS WEATHER CONTESTS NEWS TIPS JOBS

LIVE NOW / KTLA 5 Morning News

KTLA  
JUL 29, 2021

(EST.) MONTHLY VISITS: 7.84M  
Powered by similarweb

(EST.) COVERAGE VIEWS: 20.3K

DESTINATION CALIFORNIA

Destination California: Exploring the St. Helena wine scene in Napa Valley

f t w m e +

67° San Diego

**FOX 5**

WATCH NEWS SPORTS WEATHER SEEN ON FOX 5 CONTESTS BE OUR GUEST JOBS ABOUT US

WATCH NOW / FOX 5 Morning News

WEATHER ALERTS / Excessive Heat Watch: San Diego Deserts

FOX 5 San Diego  
JUL 29, 2021

(EST.) MONTHLY VISITS: 7.84M  
Powered by similarweb

(EST.) COVERAGE VIEWS: 20.3K

DESTINATION CALIFORNIA

Destination California: Exploring the St. Helena wine scene

f t w m e +



- MOST POPULAR STORIES
- 1 News Now: Woman killed, man wounded in shooting at local park
  - 2 Video shows fire engulf Tesla in North Park

IT'S A SELLER'S MARKET  
LOCAL REAL ESTATE TRENDS EXPLAINED

BEST OF SJ  
OUR FAVORITE FOOD, WINE, PLACES & MORE

**San Joaquin**  
THE MAGAZINE FOR THE CENTRAL VALLEY  
MAGAZINE

15th ANNIVERSARY

**BEST OF THE BEST**



SCAN TO READ ONLINE

AMERICAN WHOLE BREAD

# Press

## CROISSANTS & CAVIAR

SAN FRANCISCO TRAVEL AND LIFESTYLE BLOG

CALIFORNIA , NAPA VALLEY

### 10 THINGS TO DO IN ST. HELENA FOR THE PERFECT WEEKEND GETAWAY

APRIL 24, 2021 NO COMMENTS



We frequent wine country many times a year and **it's always a grand time!** When planning a trip to wine country, there are so many regions to consider: Napa Valley, Sonoma, Healdsburg, Calistoga, St. Helena, and Yountville amongst others. We had never been to St. Helena before, so choosing this region was an easy choice! The charming town St. Helena is home to some of the country's best wineries and restaurants. You can experience wineries that feature world class award-winning wines. You can dine at restaurants that feature farm-to-table menus showcasing the bounty of the region. St. Helena is excellent as a day trip or a weekend getaway. **Use this guide to plan the perfect wine country getaway in St. Helena!**

[com/10-things-to-do-in-st-helena-for-the-perfect-weekend-getaway/](https://www.croissantsandcaviar.com/10-things-to-do-in-st-helena-for-the-perfect-weekend-getaway/)

THE ABBY AGENCY

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f t i p v s

Bon Traveler

MAY 03, 2021

## BON TRAVELER

TRAVEL WELL. TRAVEL OFTEN.

DESTINATIONS TRAVEL TIPS LIVING LOCAL SHOP

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(EST.) MONTHLY VISITS: 76.8K

(EST.) COVERAGE VIEWS: 6.5K

LINKS FROM COVERAGE (INFO) 1

### STAY

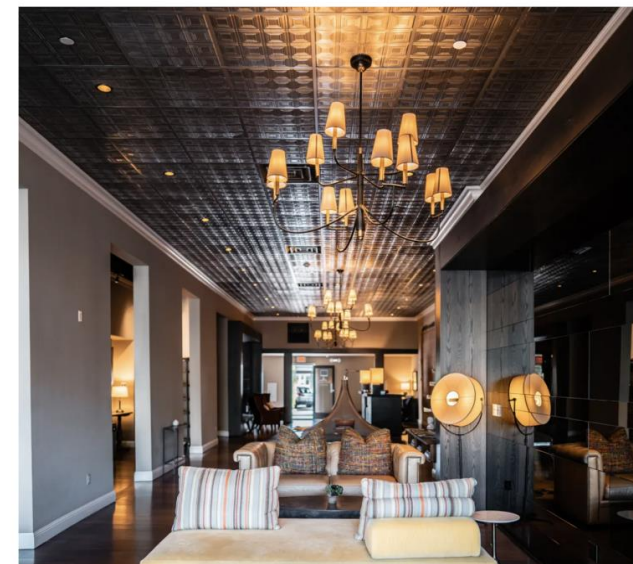
#### 1. ALILA NAPA VALLEY

**Alila Napa Valley** is a boutique luxury resort. It's a modern oasis with a sprinkle of Napa Valley charm. The luxe suites overlook the Beringer vineyards, so the views are breathtaking! The rooms are luxurious. Ours was outfitted with a soaking tub and fire pit on the balcony. The hotel has a full spa, a farm-to-table restaurant, and a heated pool with cabanas to enjoy the crisp valley air (which is now perfumed with sweet ripe grapes). It's a quick 10-minute walk to the St.Helena's downtown shops and restaurants



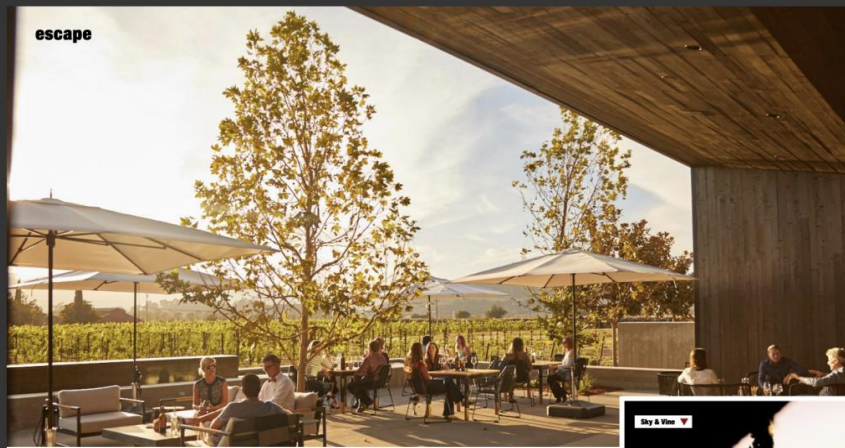
#### 2. WYDOWN HOTEL

We stayed at the charming **Wydown Hotel** during our first trip. Location is everything! The boutique hotel features 12 warm rooms overlooking Main Street in St Helena. Their lobby is filled with beautiful and precious art pieces from local artists and galleries. The hotel also offers fresh complimentary breakfast.



# Press

escape



How To Spend 72 Near-Perfect Hours in Napa Valley

110 JULY 2021 | SANJOAQUINMAGAZINE.COM

Close the Vol

Let's be honest, we could spend weeks exploring every nook and cranny of this gorgeous, vine-filled valley brimming with more than 375 wineries ripe with the local bounty. However, most of us don't have the time, or the liver capacity, to escape for that long. So, instead we curated a near-perfect three-day itinerary to help you explore the best Napa Valley has to offer from food to wine to nightlife and more. The big lesson learned in visiting Napa is it can take 30 minutes to cross one side of valley to the other, so location is key. Instead of blindly googling "best wineries in Napa," follow our route to make the most of your never-enough-time-in-the-valley.

Krug Carriage

Sky & Vine



SOMA.COM | JULY

escape



Tra Vigne Pizza

drinking. Ingredients for the seasonal bites are sourced from the **Clif Family Farm**, which makes them even more special, and every farm-fresh bite you receive is bursting with complicated flavors that magically just work together, thanks to the chef's expertise. Not to mention, the lunch is a filling affair, with large plates and multiple courses served to each guest. **Fun Fact:** This is the same family that makes the popular Clif Bars. 709 Main St., St. Helena

**Charles Krug** is next on the itinerary and it's both the oldest and one of the most well-known wineries in town, owned by Peter Mondavi Sr. The large castle-esque winery evokes visions of everything you'd imagine wine tasting in Napa should entail. Grab a seat on a picnic bench outside and work your way

through an estate tasting. **Added Bonus:** Your pass grants you 20 percent off bottles. 2800 Main St., St. Helena

If you have it in you to fit in one more tasting before calling it quits, stopover at **Sequoia Grove Winery** to escape into a sequoia tree grove and sip the property's bounty. You'll dive into four wines, served one by one, as your designated host explains each in depth. If you're ready to nosh again, consider ordering a small charcuterie plate, a good excuse to bask in the glory of the picturesque patio for just a while longer. 8338 St. Helena Hwy., Napa

The final item on your itinerary involves treating yourself to some of the best—and most creative—pizza in Napa. The casual spot serves Northern Italian cuisine in a no-fuss atmosphere, including a tree-covered courtyard. While everything on the menu is divine, we obviously can't suggest you order anything but the signature dish—pizza (although starting with some arancini balls won't spoil your appetite). This is another situation where everything is good, so choose the pie that best caters to your tastes and pair it with a local vino. 1016 Main St., St. Helena

**Day 3**

The upside to a long weekend is just when you think it's going to end, you have one more day to pack in can't-misses. Here, we're going to shift focus to **St. Helena**—a section of the Napa Valley that houses some of the most popular wineries in the world. There are plenty to explore and the best way to do it is to order a wine passport so you can taste to your heart's content without worrying about individual tasting fees. Even with the passport, however, reservations are recommended.

Start your day in Downtown St. Helena and walk the streets filled with shops and galleries. **The Station** serves light breakfast fare and coffee in a converted gas station (hence the name) for an easy brunch you shouldn't miss, owned by the masterminds behind Gott's Roadhouse. 153 Main St., St. Helena

Start the tasting journey at **Trinchero Napa Valley**. Dubbed "the little book of big experiences," the wine passport will grant you a library tasting of rare wines that boast earthy undertones. Your host will share details of how the geography affects the wine and lends to different flavor profiles. The outdoor seating here is among the best in Napa, fully shielded from the elements without having to retreat inside. 3070 St. Helena Hwy, St. Helena

Next, break for lunch. **Clif Family Winery** offers a wine and lunch combo that you won't experience anywhere else. Executive Chef John McConnell, who works out of a food truck on property, will be one of your hosts, dropping off gourmet plates to match the season and the wines you are

**ST. HELENA'S BEST ACCOMMODATIONS**

It's almost easy to miss **Harvest Inn** as you drive down Main Street, as it's tucked right in between the wineries. It's impossible to tell just how grand the hotel is from the road, but once you pull up, the fairytale comes into focus. Large, stately stone buildings house over-sized rooms with balconies and window seats proffering views of the vineyard and on a warm day, the hotel's pool is the perfect retreat before, after, and between tastings. Some rooms also have their own hot tubs, perfect for a late night dip under the stars. In between the five "neighborhoods" on site, lush landscaping surrounds benches to take a seat and breathe in the serene surroundings. **Expert Tip:** Dine in for breakfast before you depart.



Harvest Inn

Press

61°  
San Francisco

KRON 4

WATCH LIVE

NEWS

WEATHER

TRAFFIC

SPORTS

COMMUNITY

ABOUT US

JOBS

LIVE + KRONON STREAMING 24/7

KRON4  
JUL 29, 2021

(EST.) MONTHLY VISITS: 2.34M

Powered by similarweb

(EST.) COVERAGE VIEWS: 6.62K



and more. The list of burgers is so long I don't even want to tell you what to order. You'll read through the descriptions on the menu and make a good pick. Take your number outside with a glass of wine or refreshing lemonade and people watch at the market while you dine. 644 1st St., Napa  
If you're not ready to call it quits just

yet, now is the time to explore the local nightlife. Strolling up and down the main streets will unlock a lot of opportunities for continuing the party. We recommend a foray into **Sky & Vine**, a luxury rooftop bar with a menu of small plates and plenty of cocktails to choose from. 1260 1st St., Napa



for

# Influencer Press Visits

|        |                        |                       |
|--------|------------------------|-----------------------|
| 15K    | @Munch.with.Momo       | Monica Vimolchalao    |
| 18.8K  | @NapaValleyTip         | Isabel Freeman        |
| 21.2K  | @SashaBonar            | Sasha Bonar           |
| 12.9K  | @Vinoforbreakfast      | Hannah Spiegel        |
| 26.1K  | @Yay.janelle           | Janelle               |
| 5K     | @mcreativenapa         | Michelle Ewart        |
| 9.2K   | @Croissantsandcaviar   | Shwetha Kotekar       |
| 11.9K  | @TinaTastyTravels      | Tina Y                |
| 178K   | @theyummyfoodie        | Eddia Zamora          |
| 12K    | @CelebMap              | Karli Mullane         |
| 3k     | @wheretowineinnapa     | Madison Seger         |
| 29.3 K | @piecesofemerald       | Jennifer Vattthongxay |
| 26K    | @AlexisDelChiaro       | Alexis Del Chiaro     |
| 110K   | @TheBonTraveler        | Jessica Wright        |
| 20.3K  | @Darlingcoco           | Coco                  |
| 21.3K  | @BordeauxBlonde        | Sara Renee            |
| 21.5K  | @VictoriaPopoff        | Victoria Popoff       |
| 132K   | @TrustedTravelGal      | Valerie Joy Wilson    |
| 44.7   | @lovelaughteradventure | April Koenig          |
| 21.2K  | @SashaBonar            | Sasha Bonar           |
| 12.9K  | @Vinoforbreakfast      | Hannah Spiegel        |
| 17.5   | @StephaniecRusso       | Stephanie Russo       |
| 106K   | @thebontraveler        | Jessica Wright        |
| 42K    | @Bossy Brittney        | Brittany              |



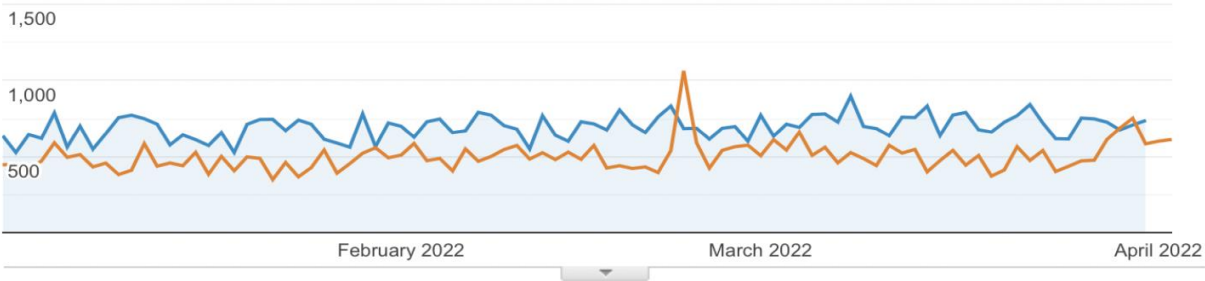
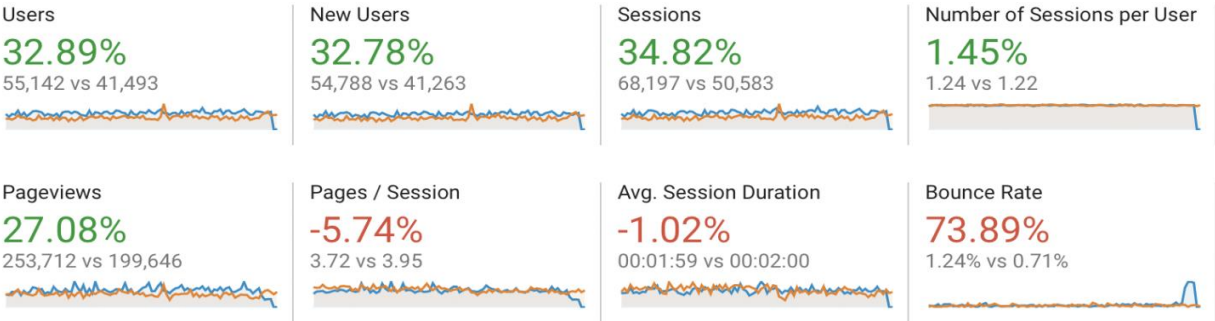
27+ Influencers

# Website Metrics

## www.sthena.com

Jan 1, 2022 - Mar 31, 2022: ● Users  
Oct 1, 2021 - Dec 31, 2021: ● Users

### Analytic Breakdown



# New Brand & Logos!

*Destination Logo*



*Chamber Logo*



OLD LOGO



OLD LOGO



*St. Helena*

SPAS, HOTELS  
& lodging

FOOD  
& wine

THINGS  
to do

SHOPPING  
explore

EVENTS  
calendar

ST. HELENA  
chamber

*Savor like a Saint.*

## Digital Ads



EST. 1974  
**ST. HELENA**  
NAPA VALLEY'S MAIN STREET

DIP LIKE A DIVA,  
*Soak like a Saint.*

FIND YOUR SIDE



EST. 1974  
**ST. HELENA**  
NAPA VALLEY'S MAIN STREET

DINE LIKE A DEITY,  
*Sip like a Saint.*

FIND YOUR SIDE



EST. 1974  
**ST. HELENA**  
NAPA VALLEY'S MAIN STREET

GLOW LIKE A GODDESS,  
*Stretch like a Saint.*

FIND YOUR SIDE

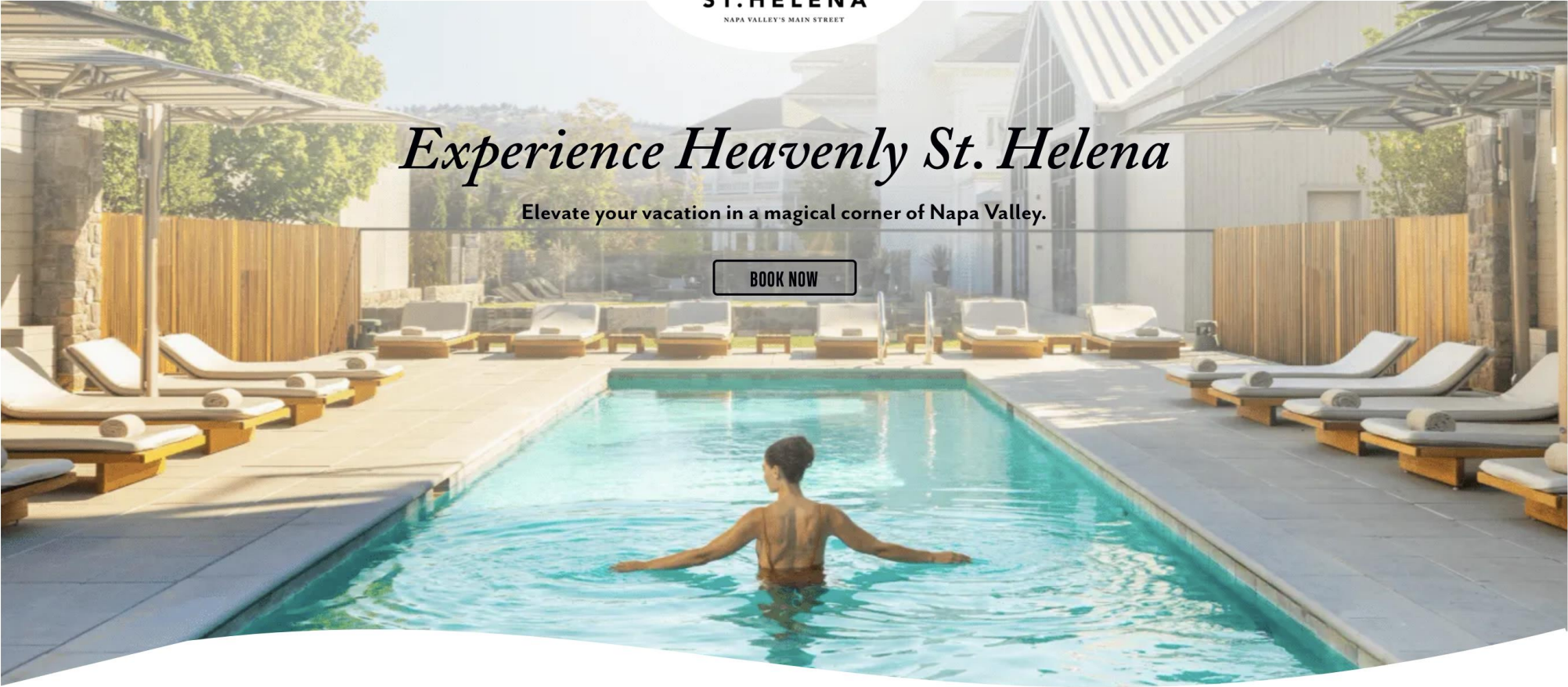


EST. 1974  
**ST. HELENA**  
NAPA VALLEY'S MAIN STREET

ADVENTURE LIKE THE ALMIGHTY,  
*Savor like a Saint.*

FIND YOUR SIDE

Landing Page



# *Experience Heavenly St. Helena*

Elevate your vacation in a magical corner of Napa Valley.

BOOK NOW

## CAMPAIGN GOALS & OBJECTIVES

This paid media campaign outlined four distinct goals for St. Helena:

- Employ tactics that focus on driving room nights for hospitality destinations in St. Helena
- Provide tracking and visibility into the tactics utilized to drive room nights
- Drive growth of the St. Helena email database
- Build and lift the new & elevated brand of St. Helena

Objectives identified to achieve these goals were as follows:

- Drive hotel bookings through media buy and social media advertising
- Provide tracking and visibility through advertising tracking and qualitative research
- Drive database growth through media and social media partnerships, advertising, and website recommendations
- Promote brand awareness of their new & elevated branding: logo, branding and campaign via paid media awareness tactics, and the addition of video assets to the Like a Saint campaign.

# Like a Saint Campaign



## SOJERN

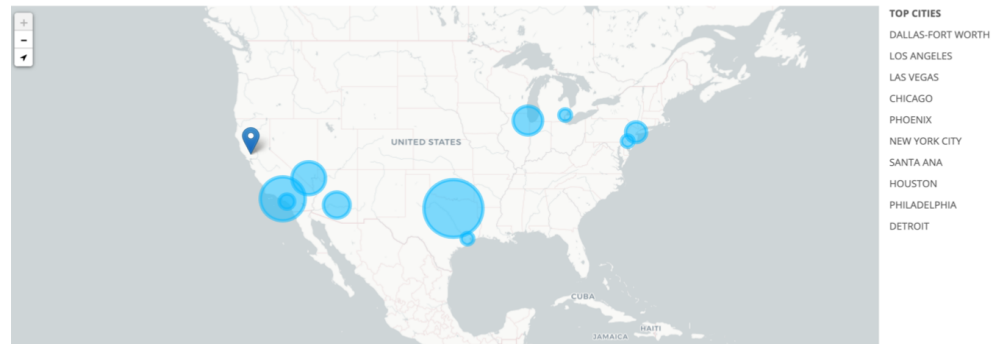
Sojern ads performed well in March. Ad impressions increased by 10% and ad clicks were 13% higher.

Compared to the previous month, the daily performance was more stable with fewer fluctuations in March. The campaign had between 15-20 clicks and 12,000-13,000 daily impressions.

Continuing with the previous trend, cities with busy airports like Dallas Fort-Worth, Los Angeles, Phoenix, and Chicago stand out on the heat map.

April 14th, 2022, June 1st, 2022, and April 7th, 2022 stand out as key emerging dates for travel. Emerging booking dates are centralized around April 7th, 2022, April 28th, 2022, and May 12th, 2022.

| Client     | Clicks              | Impressions                 |
|------------|---------------------|-----------------------------|
| St. Helena | 455<br>▲ 13%<br>404 | 402,854<br>▲ 10%<br>364,669 |



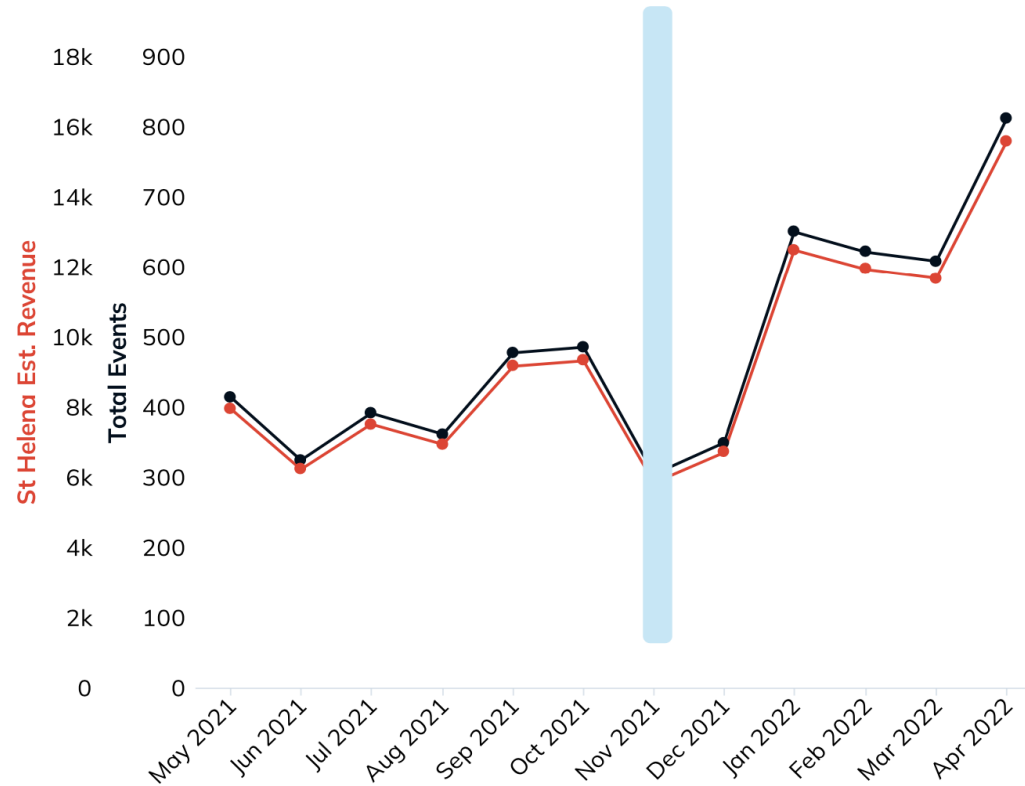
# Like a Saint Campaign

THE ABBEY  
AGENCY

## 12-MONTH TRAILING REVENUE TRENDS

This trend line shows the estimated revenue and number of clicks out to partner websites over the past 12 months.

We can clearly see that the Campaign efforts TAA started in November have generated a rapid increase in traffic and potential revenue for partner hoteliers.



# Like a Saint Campaign



## 12-MONTH TRAILING REVENUE TRENDS

The table shows analytics based on the button clicks from <https://www.sthena.com/listings/places-to-stay/> that took users to hotel/resort partners' sites.

Estimated Revenue is an ROI calculation based on an industry conversion rate of 3.2% and an average daily rate (ADR) of \$600.

The ADR was calculated by taking a sampling of weekend and weekday rates across all hotels listed on the St. Helena website.

Two things to consider:

First, the ROI calculation is a conservative estimate and the actual revenue is expected to be much higher.

Secondly, data shows that the total events/clicks have an upward trend. We expect to see an increase in the total number of events, hence an increase in overall estimated revenue.

theabbiagency.com

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@2021 The Abbi Agency

| Event Action              | Event Category | Total Events            | St Helena Est. Revenue                |
|---------------------------|----------------|-------------------------|---------------------------------------|
| Total ●                   |                | 5,807                   | \$111,494.40                          |
| alilahotels.com           | Outbound Click | 1,037<br>▲ 1,120%<br>85 | \$19,910.40<br>▲ 1,120%<br>\$1,632.00 |
| harvestinn.com            | Outbound Click | 804<br>▲ 447%<br>147    | \$15,436.80<br>▲ 447%<br>\$2,822.40   |
| winecountryinn.com        | Outbound Click | 736<br>▲ 581%<br>108    | \$14,131.20<br>▲ 581%<br>\$2,073.60   |
| meadowood.com             | Outbound Click | 689<br>▲ 521%<br>111    | \$13,228.80<br>▲ 521%<br>\$2,131.20   |
| southbridgenapavalley.com | Outbound Click | 649<br>▲ 445%<br>119    | \$12,460.80<br>▲ 445%<br>\$2,284.80   |
| vineyardcountryinn.com    | Outbound Click | 635<br>▲ 736%<br>76     | \$12,192.00<br>▲ 736%<br>\$1,459.20   |
| wydownhotel.com           | Outbound Click | 555<br>▲ 503%<br>92     | \$10,656.00<br>▲ 503%<br>\$1,766.40   |
| salvestrinwinery.com      | Outbound Click | 452<br>▲ 511%<br>74     | \$8,678.40<br>▲ 511%<br>\$1,420.80    |
| elbonita.com              | Outbound Click | 250<br>▲ 456%<br>45     | \$4,800.00<br>▲ 456%<br>\$864.00      |

# Like a Saint Campaign



## WEBSITE METRICS

When looking at the performance of the hoteliers, we see that In April we have generated an increase of more than 300 clicks and an estimated \$6000 compared to March. April's total estimated revenue was almost \$16,000, which was a ~60% increase over the \$10,000 estimated in March.

| Event Action              | Event Category | Total Events        | St Helena Est. Revenue            |
|---------------------------|----------------|---------------------|-----------------------------------|
| Total                     |                | 812                 | \$15,590.40                       |
| alilahotels.com           | Outbound Click | 136<br>▲ 23%<br>111 | \$2,611.20<br>▲ 23%<br>\$2,131.20 |
| meadowood.com             | Outbound Click | 113<br>▲ 35%<br>84  | \$2,169.60<br>▲ 35%<br>\$1,612.80 |
| southbridgenapavalley.com | Outbound Click | 111<br>▲ 66%<br>67  | \$2,131.20<br>▲ 66%<br>\$1,286.40 |
| winecountryinn.com        | Outbound Click | 93<br>▲ 37%<br>68   | \$1,785.60<br>▲ 37%<br>\$1,305.60 |
| harvestinn.com            | Outbound Click | 89<br>▲ 16%<br>77   | \$1,708.80<br>▲ 16%<br>\$1,478.40 |
| wydownhotel.com           | Outbound Click | 88<br>▲ 66%<br>53   | \$1,689.60<br>▲ 66%<br>\$1,017.60 |
| vineyardcountryinn.com    | Outbound Click | 80<br>▲ 19%<br>67   | \$1,536.00<br>▲ 19%<br>\$1,286.40 |
| salvestrinwinery.com      | Outbound Click | 60<br>▲ 25%<br>48   | \$1,152.00<br>▲ 25%<br>\$921.60   |
| elbonita.com              | Outbound Click | 42<br>▲ 24%<br>34   | \$806.40<br>▲ 24%<br>\$652.80     |

# Like a Saint Campaign



## GOOGLE SEARCH

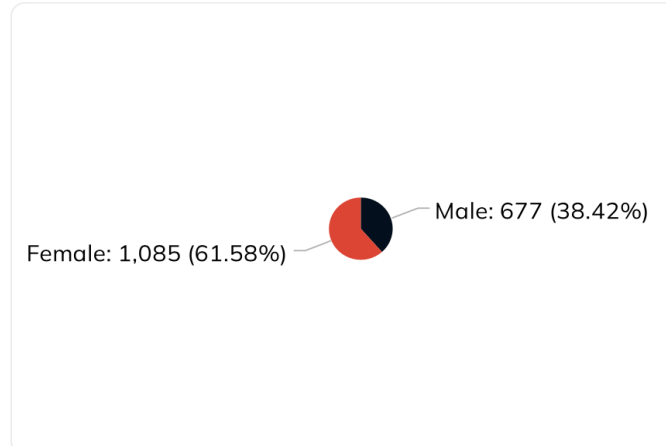
The search campaign is performing consistently. Impressions have remained consistent and user engagement has slightly increased. The click-through rate as a result has improved and remains higher than the benchmark of 4.68%.

People interested in Food & Dining and Travel were most engaging. Keywords that include NAPA and St Helena were the highest performing.

Continued optimizations will keep the campaign performance above the benchmarks and promote higher user engagement.

| Campaign Name          | Impressions |        | Clicks |       | CTR   | Avg. CPC |        | Avg. CPM |         |
|------------------------|-------------|--------|--------|-------|-------|----------|--------|----------|---------|
| SHC-Like A Saint- 2021 |             | 30,714 |        | 2,096 | 6.82% |          | \$0.24 |          | \$16.27 |
|                        | ▲ 1%        | 30,333 | ▲ 12%  | 1,879 | 6.19% | ▼ 10%    | \$0.27 | ▼ 1%     | \$16.48 |

| Age Range    | Clicks         |
|--------------|----------------|
| 18-24        | 713 - 11.42%   |
| 25-34        | 676 - 10.83%   |
| 35-44        | 501 - 8.03%    |
| 45-54        | 609 - 9.76%    |
| 55-64        | 1,095 - 17.55% |
| 65 or more   | 1,696 - 27.18% |
| Undetermined | 951 - 15.24%   |



# Like a Saint Campaign



## GOOGLE DISPLAY

Similar to the SEM campaign, the SHC Display campaign performed consistently in March.

Similar to the search campaign, the market remained unchanged for the display campaign and CPC and CPM remained the same with only a minor decrease.

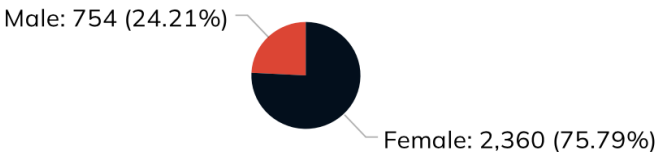
The highest engagement came from the older audience. This is correlated to the fact that most ad engagements came from gaming apps like Solitaire on the app store.

Custom audiences will be going through some adjustments to enhance ad reach and user engagement.

Michigan, New York, and Florida attracted more users compared to other states and regions. This also gives an indication to focus on the populations of bigger cities as they are likely to engage more.

| Campaign Name                 |      | CTR   |      | Clicks |      | Avg. CPC |      | Impressions |      | Avg. CPM |
|-------------------------------|------|-------|------|--------|------|----------|------|-------------|------|----------|
| SHC-Like A Saint-Display-2021 |      | 0.83% |      | 3,730  |      | \$0.13   |      | 448,571     |      | \$1.12   |
|                               | ▲ 1% | 0.82% | ▲ 5% | 3,565  | ▼ 3% | \$0.14   | ▲ 4% | 432,693     | ▼ 2% | \$1.14   |

| Age Range  | Clicks         |
|------------|----------------|
| 18-24      | 505 - 15.92%   |
| 25-34      | 174 - 5.49%    |
| 35-44      | 98 - 3.09%     |
| 45-54      | 187 - 5.90%    |
| 55-64      | 731 - 23.05%   |
| 65 or more | 1,477 - 46.56% |



# Like a Saint Campaign



## YOUTUBE

The video ads garnered over 60,000 impressions, generating more than 10,000 video views. This was an increase of 13% in impressions and 30% in Video Views

Cost Per View (CPV) decreased by 17% and reached \$0.07 in April, which still falls within the CPV range of \$0.05-\$0.30.

The highest number of views came from The Daily Wire, Huffington Post, and Epicstream.

| Age Range  | Clicks      |
|------------|-------------|
| 18-24      | 82 - 27.70% |
| 25-34      | 64 - 21.62% |
| 35-44      | 53 - 17.91% |
| 45-54      | 35 - 11.82% |
| 55-64      | 21 - 7.09%  |
| 65 or more | 41 - 13.85% |

MALE: 141 (48.29%) FEMALE: 151 (51.71%)

| Campaign Name | Date     | Video Views | Clicks | Video View Rate | CTR   | Impressions | Avg. CPV |
|---------------|----------|-------------|--------|-----------------|-------|-------------|----------|
| Video         | Apr 2022 | 10,146      | 336    | 16.71%          | 0.55% | 60,701      | \$0.07   |
| Conversions   | Mar 2022 | 7,794       | 415    | 14.55%          | 0.77% | 53,564      | \$0.09   |
| - 2022-02-    |          |             |        |                 |       |             |          |

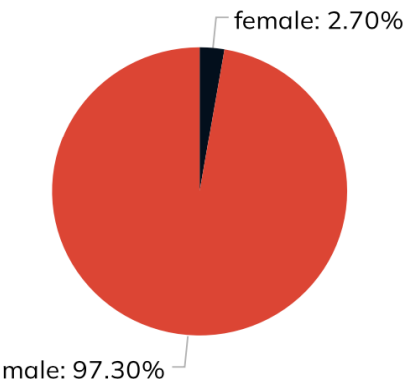
# Like a Saint Campaign



## FACEBOOK & INSTAGRAM

The Facebook campaign remained unchanged in March. Ad impressions increased again after a decrease in February due to a higher CPM.

User engagement remained stable and clicks stayed above 5,000. Men in the older age bracket 55+ were the highest contributors in a number of link clicks.



| Campaign                                   |      | Clicks |      | Impressions |      | CTR   |      | CPC    |      | CPM     |      | Unique Link Clicks |
|--------------------------------------------|------|--------|------|-------------|------|-------|------|--------|------|---------|------|--------------------|
| SHC-FB/IG- Like A Saint Traffic- 2021-2022 |      | 5,934  |      | 123,114     |      | 4.82% |      | \$0.22 |      | \$10.37 |      | 5,357              |
|                                            | ▼ 1% | 6,003  | ▲ 5% | 117,696     | ▼ 5% | 5.10% | ▲ 9% | \$0.20 | ▲ 3% | \$10.04 | ▼ 2% | 5,469              |

# Like a Saint Campaign



## SONOMA COUNTY AIRPORT DIGITALS

According to the official data shared by the Sonoma County Airport, they had over 24,000 arrivals and departures in June and July.

Air travel at Sonoma County Airport has increased by 400% since April 2021.

Travel data shows that nationwide air travel went back to 2019 levels during Thanksgiving.

If air travel continues to catch up with pre-covid levels, we can predict that at least 20,000 - 22,000 people will be traveling in and out of Sonoma International Airport in December 2021. Which means that our ads will be shown to 20,000+ travelers per month.

Static ads went live in November. Once approved, video assets will run in the arrivals terminal.

Full Proof of Performance Video at Charles Schulz Airport:  
[https://drive.google.com/file/d/1kbd\\_qwhZ9UMSzPnytHAcBcHbtIUAZsRusp/sharing](https://drive.google.com/file/d/1kbd_qwhZ9UMSzPnytHAcBcHbtIUAZsRusp/sharing)



# Destination Marketing Emails

## Dream Worthy Stays



Fields of gold blooming around every turn, St. Helena is a total dream this time of year. We've rounded up some of **St. Helena's dream-worthy hotels to book this month**. For relaxed luxury, and effortless travel, book your stay at **Wydown Hotel**. Oozing with style and luxury amenities, you'll be able to parade through nearby vineyards and walk home after a nightcap. Wake up and walk downstairs to the tea room for complimentary local treats, such as Oprah's favorite English muffins from Model Bakery. Tucked away from the Main Street bustle, the ever so serene **Wine County Inn & Cottages** is a dream come true for relaxation and romance. Wood burning fireplaces, gardens to stroll, and breathtaking views from private patios, let time fade away. *Insider's tip: Grab a glass of wine from the concierge and find their vineyard view swing for a real pinch-me moment.* Dreams become reality when you wake up to acres of vineyard and golden fields at the **Inn at Salvestrin**. Sleep

## Captivating Accommodations...



A secluded, tranquil world unto itself, **Harvest Inn** is steps from St. Helena's finest wineries, dining spots, and boutique shopping. Satisfy your senses while taking in the sunset from your vineyard view patio, private hot tub, and ensuite fireplace. Minutes from St. Helena, **Four Seasons Napa Valley** was built for the affluent traveler who, above all else, values exploration and discovery. With their onsite winery, Elusa, hotel guests can fulfill their curiosity about wine without ever having to leave the property. Nestle into **Vineyard Country Inn** for subtle french cottage charm, spacious rooms, and family-like hospitality. Cherish moments swimming alongside a vineyard, awaking to fresh pastries, and sipping cabernet sauvignon fireside.

[Book Your Stay Now!](#)

## ROAM

*Boutique & Luxurious Stays*



## Visitor Center & Mercantile

- Open Seven Days: 10am-5pm
- In Person & Virtual
- +20K Visitors Annually
- Public Restrooms for Main Street
- About 4K Maps Distributed Annually



## Annual Events & Workshops

- Summer Concert Series
- Celebrate St. Helena
- Sidewalk Sale in May & Nov
- Earth Day
- Holidays in St. Helena
- Holiday Wine Barrel Tour
- Free Chamber Workshops
- Job Fairs



## Return on the Investment & Stronger Partnership- Supports Economic Sustainability

### Current 2021-2022 Budget

\$220,500.00 with the built in 5% Annual Increase  
(30K is allocated for community events).  
\$100,000 Recovery Marketing Enhancement  
Total: \$320,500.00

### Budget Proposal 2022-2023

Continue with the above for a 3 year strategic plan:

3 year deal, rather than the annual 1 year.

320,500 Annual Contract- plus the added annual inflation 5%

That would be the following:

2022-2023  $320,500 + 5\% = \$336,325.00$ .

2023-2024.  $336,325 + 5\% = \$353,141.00$

2024-2025 + 343.101 + 5% = \$370,798.00