City of St. Helena
Regular City Council Meeting
Tuesday, June 14, 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/83412073374
Or One tap mobile :
US: +16699006833,,83412073374# or +12532158782,,83412073374#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 834 1207 3374
International numbers available: https://us02web.zoom.us/u/kd8eWOGd3F
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Esta reunión será realizada conforme a las provisiones del Código de Gobierno Sección 54953 (modificada por AB 361) la cual autoriza las reuniones de teleconferencia bajo el Acta Brown durante ciertos Estados de Emergencia. El gobernador de California proclamó Estado de Emergencia relacionado con el COVID-19 el 4 de marzo del 2020. Esta reunión por teleconferencia es necesaria para que la Ciudad pueda realizar deberes esenciales y es permitido bajo el Código de Gobierno 54953 en orden de proteger la salud pública y seguridad de los asistentes.

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

La reunión del Consejo de la Cuidad 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 Cuidad 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 Cuidad 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/ .

Habrá traducción en español durante la junta
Haga clic en el enlace a continuación para participar en la reunión:
https://us02web.zoom.us/j/83412073374
O por iPhone one-tap:
US: +16699006833,,83412073374# or +12532158782,,83412073374#
O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicaciónactual):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
ID de la Reunión: ID: 834 1207 3374
International numbers available:https://us02web.zoom.us/u/kd8eWOGd3F

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

4. ADOPTION OF THE AGENDA

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.

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

7. 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)

7.1. Consideration of the Biennial review the City of St. Helena's Conflict of Interest Code — 15 - 16

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.
Staff Report - Pdf

7.2. Consideration and Proposed Approval of a Resolution Approving a Professional Services Agreement with MarinIT for Server Hosted Environment Migration for an Amount not-to-exceed $26,028. — 17 - 40

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Administrative Services Director
Recommendation:
Staff recommends City Council approve the attached Resolution.
Staff Report - Pdf

7.3. Consideration and Proposed Approval of a Resolution Approving a one-year agreement with MarinIT to Provide Informational Technology Services for an Amount not-to-exceed $257,236 for FY 2022-23. 41 - 71

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Administrative Services Director
Recommendation:
Staff recommends City Council approve the attached Resolution.
Staff Report - Pdf

7.4. Consideration and Proposed Approval of a Resolution Adopting the Five-Year Capital Improvement Program for Fiscal Years 2022-23 to 2026-27. 73 - 120

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Management Analyst
Recommendation:
Staff recommends City Council approve the attached Resolution.
Staff Report - Pdf

7.5. Fiscal Year (FY) 2021-22 3rd Quarter Finance Report 121 - 150

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Staff recommends the City Council receive and file the Q3 FY 2021-22 financial report.
Staff Report - Pdf

7.6. Consideration and Proposed Approval of a Resolution for a Project Specific Maintenance Agreement with Caltrans for the Vine Trail Segment Between Pratt Avenue and the Northern City of St. Helena Limit 151 - 165

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff recommends approval of the Resolution.
Staff Report - Pdf

7.7. Fiscal Year 2021 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting. 167 - 176

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Staff recommends the City Council receive accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2021.
Staff Report - Pdf

7.8. Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings 177 - 181

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Approve the Attached Resolution Making Findings and Determinations Under AB 361.
Staff Report - Pdf

7.9. Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Dr. April Mitts and Ratifying the City Manager's Appointment to serve as the Assistant City Manager — 183 - 213

CEQA Determination: Not a CEQA project
Prepared By: James C. McCann, Interim City Manager
Recommendation:
Staff recommends the City Council adopt the attached resolution.
Staff Report - Pdf

7.10. Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Mandy Kellogg and Ratifying the City Manager's Appointment to serve as the Administrative Services Director. — 215 - 226

CEQA Determination: Not a CEQA project
Prepared By: James C. McCann, Interim City Manager
Recommendation:
Staff recommends the City Council adopt the attached resolution.
Staff Report - Pdf

8. PUBLIC HEARINGS

8.1. Discussion of Potential Activities and Projects for Inclusion in the 2022 Community Development Block Grant (CDBG) Applications; and (1) Consideration of Approval of a Resolution Approving Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2021-2022 Funding Year of the State CDBG Program. — 227 - 267

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Asst. Administrative Services Director
Recommendation:
Recommendation of Approval of a Resolution Approving Applications for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2021-2022 Funding Year of the State CDBG Program.
Staff Report - Pdf

9. OLD BUSINESS

9.1. Discussion and direction regarding the process and appointments to boards, commissions, committees, and ad hoc assignments — 269 - 316

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

Discussion and direction.

Staff Report - Pdf

10. NEW BUSINESS

10.1. Consideration and proposed approval of: A Resolution Appointing Anil Comelo as City Manager and Approving the Employment Agreement Between the City of St. Helena and Anil Comelo; and Approval of a Resolution Duly Adopting and Approving a Publicly Available Pay Schedule for Executive Management - Departments Heads which Includes a Revised Salary Schedule for the City Manager Classification effective July 26, 2022. 317 - 341

CEQA Determination: Not a CEQA project
Prepared By: James C. McCann, Interim City Manager
Recommendation:
Adopt the Resolution and authorize the Mayor to execute the Employment Agreement. It is also recommended that the City Council adopt a separate Resolution authorizing an amended City of St. Helena Salary Schedule reflecting the update salary level for City Manager.

Staff Report - Pdf

10.2. Consideration and Proposed Approval of a Resolution approving of a One Year Agreement for Marketing and Promotional Services Agreement in the amount not-to-exceed $231,525 between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2022-23 343 - 359

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Staff recommends City Council adopt the attached resolution approving the agreement.

Staff Report - Pdf

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 28, 2022, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on June 10, 2022.

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

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

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

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

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

How to Watch or Listen to Council Meetings:

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

Watch Council Meeting by Joining the Zoom Meeting:

1. **By Computer, Tablet, or Smart Phone:**

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

1. **Listen Only by Telephone:**

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

Ways to Provide Public Comment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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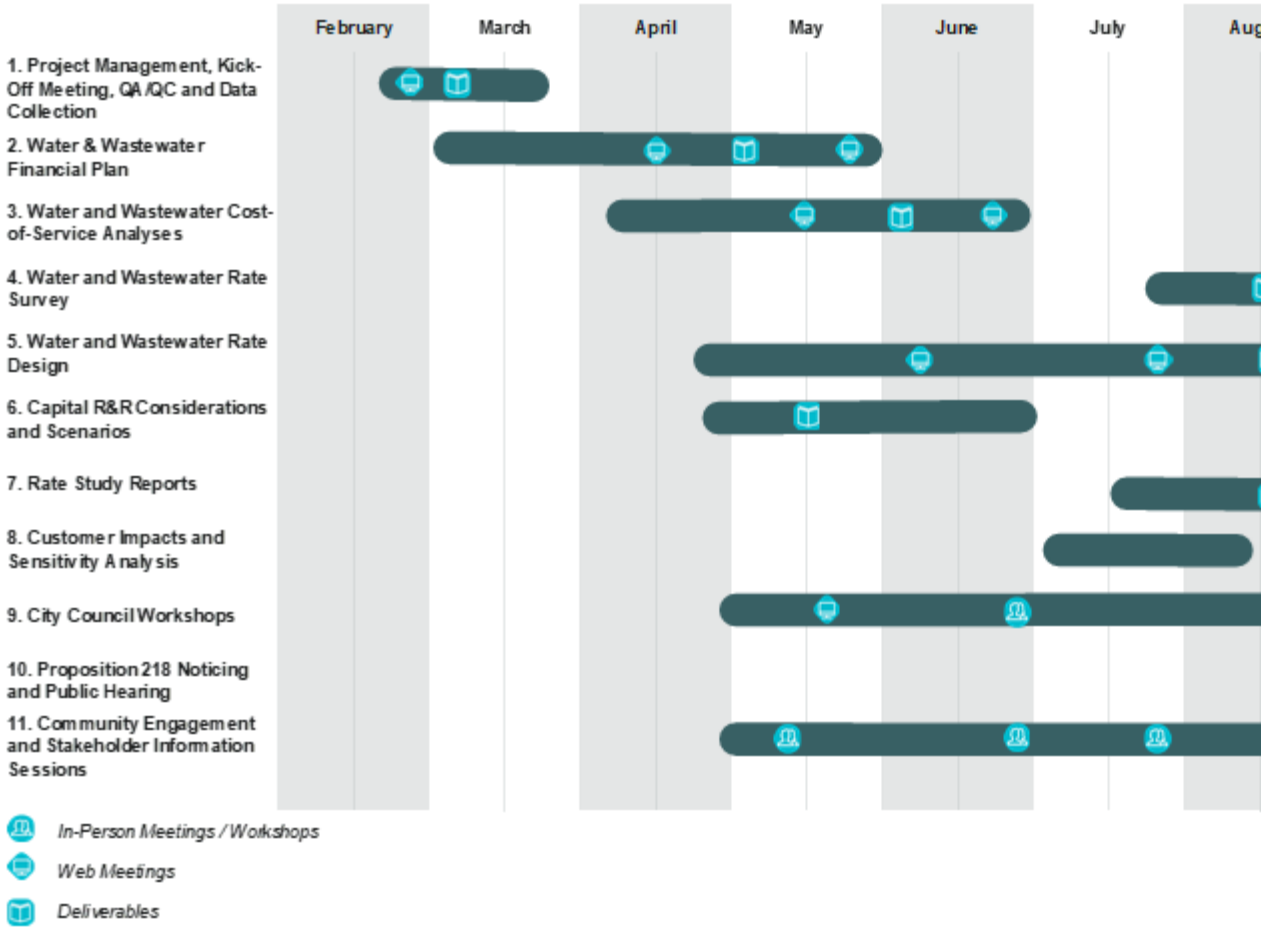
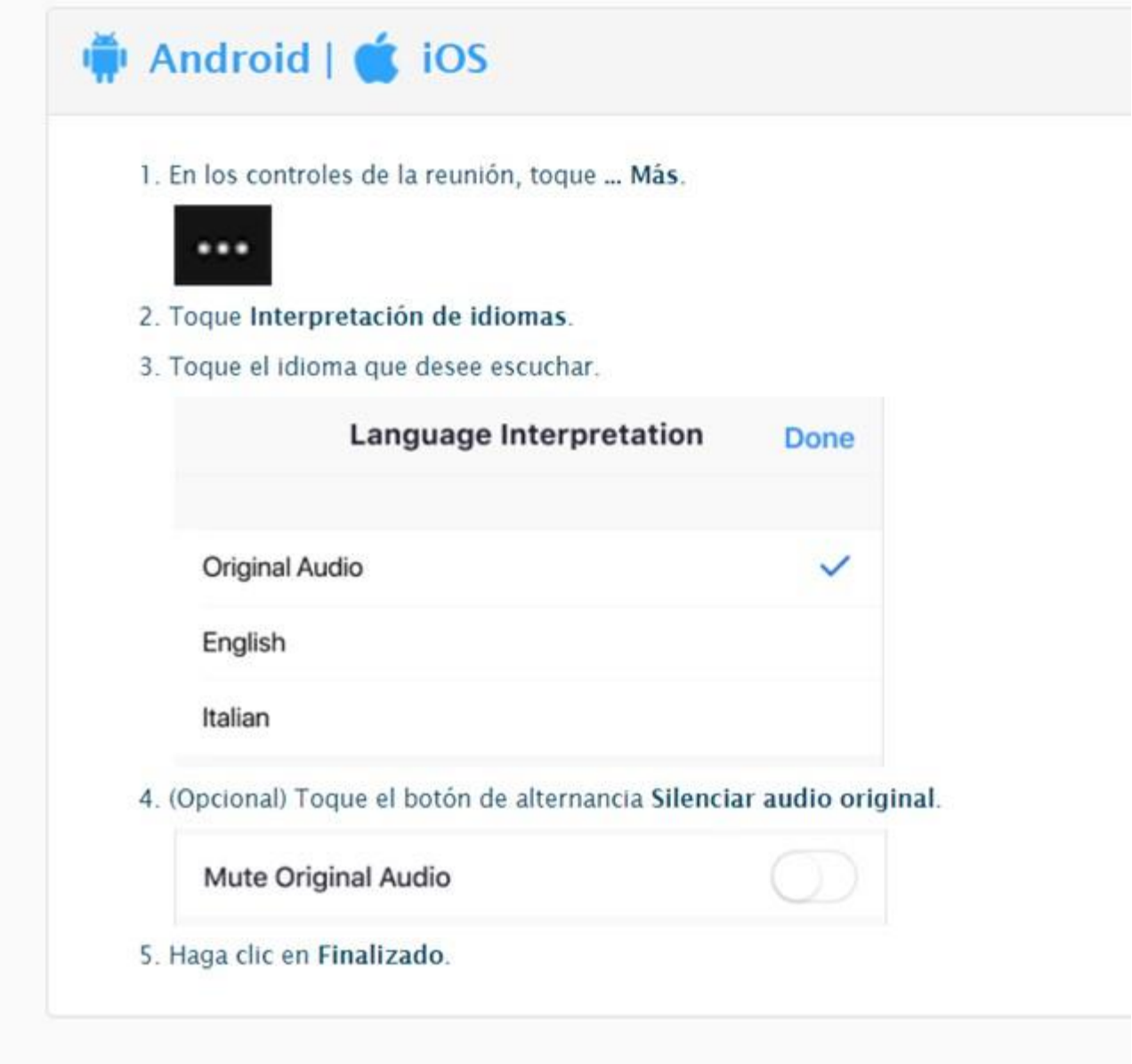

February
March
April
May
June
July
Aug
1. Project Management, Kick-Off Meeting, QA/QC and Data Collection
2. Water & Wastewater Financial Plan
3. Water and Wastewater Cost-of-Service Analyses
4. Water and Wastewater Rate Survey
5. Water and Wastewater Rate Design
6. Capital R&R Considerations and Scenarios
7. Rate Study Reports
8. Customer Impacts and Sensitivity Analysis
9. City Council Workshops
10. Proposition 218 Noticing and Public Hearing
11. Community Engagement and Stakeholder Information Sessions
In-Person Meetings / Workshops
Web Meetings
Deliverables



Cómo ver o escuchar las reuniones del Consejo:

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

Vea la reunión del Consejo uniéndose a la reunión Zoom:

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

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

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

2. **Escuche solo por teléfono:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration of the Biennial review the City of St. Helena's Conflict of Interest Code**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government.

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5.)

The Act provides that no later than July 1 of each even-numbered year, code-reviewing bodies shall direct the review of all agency codes under their jurisdiction and requires that the agency head, no later than October 1, shall file a statement regarding the results of that review. The City Council is the code-reviewing body for the City's Code and on or before July 1 it must direct the biennial review of the City's Conflict of Interest Code ("Code"). (Gov. Code § 82011(c), 87306.5)

The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code § 87303, 87306.5)

DISCUSSION

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Approving a Professional Services Agreement with MarinIT for Server Hosted Environment Migration for an Amount not-to-exceed $26,028.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena has utilized MarinIT since 2012 for its information technology needs including, but not limited to:

- Onsite and remove information technology (IT) service, support, and maintenance
- Managed services such as anti-virus/malware, mobile device management, MS Office 365, and data backup services
- Special projects dependent on individual department and City needs - evaluated on an annual basis
- Security awareness, training, and scans

The City currently has physical servers located in the former City Hall building at 1480 Main Street. The current core server and storage system is comprised of several machines that were installed by MarinIT in late 2015. While they have remained stable the hardware and some of the software/operating systems have become outdated and will no longer be supported by the manufacturer at the end of 2022. In the current environment, if the hardware fails, the only fix would be to replace the current server with something new, likely causing extended operational disruption. The initial goal was

to replace the servers in phases; however, the budget shortfalls over the past few years have prevented this project from moving forward. In today's dollars, if the City were to replace all servers on-site, it would cost an estimated $171,000 which includes hardware, software, storage, and labor.

DISCUSSION

Over the past year staff has been in discussion with MarinIT to migrate from physical servers to an environment hosted off-site by MarinIT. With the approaching relocation of City Hall to the Napa Valley College Campus in St. Helena, staff and MarinIT feel it is an opportune time to make this change. It should be noted that servers related to the Police Department and emergency operations will continue to have physical servers, as required by law.

There are two primary reasons staff is recommending the migration to a hosted environment. The first is that there is not sufficient room for the equipment without costly construction to create a space. While there are servers at the former City Hall site (1480 Main Street), this space is not adequate as the more robust server structure would also require additional power and cooling requirements, which could escalate above $100,000. The second reason is the capital expenditure for the new hardware and software - an estimated $171,000 which includes hardware, software, storage, and labor. This cost is above and beyond the additional power and cooling needs of $100,000 as well as any other construction necessary.

Staff has concluded the most cost-effective way to avoid high costs is to migrate the environment to a Cloud provider. The new virtual environment will continue to provide physical, cyber security, and environmental redundancies pursuant to requirements set by the City's insurance providers and by recommendations from the state and federal government. The new virtual environment will run on hardware that is maintained by the provider and, once implemented, the City will only need to pay the monthly hosting fee.

FISCAL IMPACT

The fiscal impact for migration is a total of $26,028. Of this amount $12,108 is for one-time costs and the remaining $13,920 is for monthly hosting ($1,160 per month).

Funds for the migration is included in the Draft FY 2022-23 budget presented to City Council on May 31, 2022.

RECOMMENDED ACTION

Staff recommends City Council approve the attached Resolution.

ATTACHMENTS

Attachment 1 - PSA Marin IT Hosted Migration Services FY 2022-23
Attachment 2 - MarinIT Hosted Environment Migration Resolution

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 14, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Hosted Environment Migration.

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, "Scope of Services"** attached hereto and made a part hereof. Total compensation shall not exceed $26,028 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

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

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

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

D. Cyber Liability Insurance.
   1. Cyber Liability Insurance with limits not less than $1,000,000 per claim.
   2. Coverage shall be sufficient broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.
   3. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

E. 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.

F. 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.

G. 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.

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

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

I. 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.

J. 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.

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

insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of

providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not

been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: MarinIT
366 Bel Marin Keys Blvd.
Novato, CA 94939

415-842-3275

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: _____
Title:_____

City:

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A

Marin IT

Prepared for City of St. Helena

COSH - Hosted Environment Migration

Quote#2022-002223 v1

PREPARED FOR	PREPARED BY
April Mitts AMitts@cityofsthelena.org (707) 968-2751	Tim Bush tbush@marinit.com (415) 842-3251

,

Marin IT

www.marinit.com -

Wednesday, June 01, 2022

City of St. Helena
April Mitts
1572 Railroad Avenue
St. Helena, CA 94574
AMitts@cityofsthelena.org

Dear April,

Marin It would like to thank City of St. Helena for this opportunity. If you have any questions please contact Tim Bush directly. Below is the scope of work for migrating the COSH core server infrastructure.

Move Preparation:

- Perform full backup of all data, VM Hosts, hardware configurations, etc
- Install and promote new Primary Domain Controller
- Install all necessary updates
- Build VPN tunnel between Marin IT Data Center and COSH network
  - Test and adjust routes to/from data center to all sites (Fire, Police, Corpyard, Water Plants, City Hall, etc.)
- Relocate/Install equipment to be left at facility (firewall, switches, routers)

Physical Move:

- Power down VM hosts, VoIP servers, Storage array, iSCSI switch
- Remove from rack prep for delivery, bring to Marin IT data center
- Install gear in data cabinet, bring VMHosts and Storage online - test ad verify connectivity
- Turn on Active Directory and File services
- Perform head-to-head resource availability at each COSH location (Fire, Police, Corpyard, Water Plants, City Hall, etc.)
- Provide (2) field techs for day 1 support

Notes:

- Expect up to 24 hours of downtime. We will do everything possible to ensure a quick transition
- The preferred plan would be to take the City network offline on a Friday around 5:30-6pm so we can transport it to our Data Center and get it turned on early AM on Saturday
- Phones will remain online during the migration, however there will be periods of downtime while we move things around, reboot hardware, etc
- Day 1 support covered under Maintenance agreement -no extra charge

Tim Bush
Director of Accounts
Marin IT

Marin IT

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Hardware - One Time Costs

DESCRIPTION	PRICE	QTY	EXT. PRICE
One-Time Material Costs			
New Domain Controller - PowerEdge R240 • Chassis Configuration : 3.5" Chassis with up to 4 Hot Plug Hard Drives • Processor : Intel® Xeon® E-2244G 3.8GHz, 8M cache, 4C/8T, turbo (71W) • Memory Capacity : (2) 8GB UDIMM, 3200MT/s, ECC • RAID Configuration : C3, RAID 1 for 2 HDDs or SSDs (Matching Type/Speed/Capacity) • RAID/Internal Storage Controllers : PERC H330 RAID Controller, Adapter, Full Height • Hard Drives : (2) 1TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive • Operating System : Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language • Rack Rails : 1U/2U 2/4-Post Static Rails • Dell Services: Extended Service - Next Business Day, 37 Month(s)	$3,332.70	1	$3,332.70
Misc Materials Cables, connectors, installation hardware, cable management, etc	$500.00	1	$500.00
		Subtotal:	**$3,832.70**

Services - One Time Costs

DESCRIPTION	PRICE	QTY	EXT. PRICE
Labor for Professional Services - Move Prep - See Cover letter for Full Scope	$125.00	32	$4,000.00
Labor for Professional Services - Physical Move - See Cover letter for Full Scope	$125.00	32	$4,000.00
		Subtotal:	**$8,000.00**

Monthly Hosting

DESCRIPTION	Monthly Recurring	QTY	EXT. REC.
Monthly Recurring for Hosted Domain Controllers RMM Auto-Created Managed Network ESX Host	$225.00	12	$2,700.00
Monthly Recurring for Hosted File Server RMM Auto-Created Managed Network ESX Host	$850.00	12	$10,200.00

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Monthly Hosting

DESCRIPTION	Monthly Recurring	QTY	EXT. REC.
Monthly Recurring for VM Licensing and Maintenance RMM Auto-Created Managed Network ESX Host	$85.00	12	$1,020.00
		Recurring Subtotal:	**$13,920.00**

www.marinit.com -

COSH - Hosted Environment Migration

Prepared by:	Prepared for:	Quote Information:
Marin IT	**City of St. Helena**	**2022-002223**
Tim Bush (415) 842-3251 tbush@marinit.com	1572 Railroad Avenue St. Helena, CA 94574 April Mitts (707) 968-2751 AMitts@cityofsthelena.org	Version: 1 Delivery Date: 06/01/2022 Expiration Date: 07/31/2022

One-Time Cost Summary

DESCRIPTION	AMOUNT
Hardware - One Time Costs	$3,832.70
Services - One Time Costs	$8,000.00
Subtotal:	**$11,832.70**
Estimated Tax:	**$274.95**
Total:	**$12,107.65**

Monthly Recurring Summary

DESCRIPTION	AMOUNT
Monthly Hosting – 12 months @ $1,160.00 per month	$13,920.00
Grand Total Year One (includes hardware and professional services that will drop off the following year):	**$26,027.65**

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

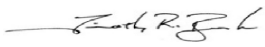
Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties: Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability: CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN ITBY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN ITSHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY
MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Marin IT

www.marinit.com -

Marin IT		City of St. Helena	
Signature:		Signature:	
Name:	Tim Bush	Name:	April Mitts
Title:	Director of Accounts	Date:	
Date:	06/01/2022		

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A PROFESSIONAL SERVICES AGREEMETN WITH MARINIT FOR SERVER HOSTED MIGRATION FOR AN AMOUNT NOT-TO-EXCEED $26,028.

RECITALS

A. The City of St. Helena has utilized MarinIT since 2012 for its information technology needs including, but not limited to:
    a. Onsite and remove information technology (IT) service, support, and maintenance;
    b. Managed services such as anti-virus/malware, mobile device management, MS Office 365, and data backup services;
    c. Special projects;
    d. Security awareness, training, and scans; and

B. The City currently has physical servers located in the former City Hall building at 1480 Main Street; and

C. The current core server and storage system is comprised of several machines that were installed by MarinIT in late 2015 and, while they have remained stable, the hardware and some of the software/operating systems have become outdated and will no longer be supported by the manufacturer at the end of 2022; and

D. The initial goal was to replace the servers in phases; however, the budget shortfalls over the past few years have prevented this project from moving forward. In today's dollars, if the City were to replace all servers on-site, it would cost an estimated $171,000 which includes hardware, software, storage, and labor; and

E. Over the past year staff has been in discussion with MarinIT to migrate from physical servers to an environment hosted off-site by MarinIT; and

F. With the approaching relocation of City Hall to the Napa Valley College Campus in St. Helena, staff and MarinIT feel it is an opportune time to make this change. It should be noted that servers related to the Police Department and emergency operations will continue to have physical servers, as required by law; and

G. There are two primary reasons staff is recommending the migration to a hosted environment: (a) There is not sufficient room for the equipment without costly

construction to create a space and (b) the capital expenditure for the new hardware and software - an estimated $171,000 which includes hardware, software, storage, and labor. This cost is above and beyond the additional power and cooling needs of $100,000 as well as any other construction necessary; and

H. Staff has concluded the most cost-effective way to avoid high costs is to migrate the environment to a Cloud provider; and

I. The virtual environment will continue to provide physical, cyber security, and environmental redundancies pursuant to requirements set by the City's insurance providers and by recommendations from the state and federal government; and

J. The new virtual environment will run on hardware that is maintained by the provider and, once implemented, the City will only need to pay the monthly hosting fee.

RESOLUTION

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

1. The City Council hereby approves a Professional Services Agreement with MarinIT for Server Hosted Environment Migration for an Amount not-to-exceed $26,028.

2. The City Council hereby authorizes the City Manager to execute the Professional Services Agreement.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, June 14, 2022 by the following vote:

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

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Approving a one-year agreement with MarinIT to Provide Informational Technology Services for an Amount not-to-exceed $257,236 for FY 2022-23.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

An informal solicitation of proposals was conducted in 2012 and MarinIT was selected from this process. The City has contracted with MarinIT for the past ten years to provide 24/7 network support as well as workstation/desktop maintenance. In FY 2017-18 the City added additional support services for the new VoIP phone system that the City implemented in December of 2017 which increased the Informational Technology (IT) Support Agreement from $60,000 to $80,000 annually. In FY 2019-20, the City migrated to the Office 365 Subscription which added additional costs to the overall MarinIT contract, as this is a pass-through cost to the City. In FY 2021-22 the City added enhanced Cybersecurity and Network Monitoring to the MarinIT contract adding an additional $34,000 to the annual contract. Attachment 1 provides an overview of the MarinIT costs since FY 2014-15.

DISCUSSION

The City is satisfied with the services provided and recommends continuing to contract with Marin IT in FY 2022-23 for its citywide IT services. The services the City current receives from MarinIT includes: (1) general IT support services, (2) facilitation of annual licensing, warranty and software renewals; (3) cyber security awareness, monitoring, and training and (4) management and implementation of various annual IT needs,

including special projects such as the purchase and installation of the City's phone system. Table 1 provides details for the FY 2022-23 recommendations.

Table 1: FY 2022-23 MarinIT Recommendations

	Cost
MANAGED SERVICES - ANNUAL	
Onsite IT Service, Support, and Maintenance	99,840
Proactive Monitoring/Anti-Virus/Malware	28,800
Barracuda - Cloud Data Backup	3,600
Mobile Device Management	12,480
MS Office 365	21,660
Subtotal	***166,380***
SOFTWARE COSTS	
Security Awareness Training (KnowBe4Diamond)	3,438
Cisco Smartnet - Dell Compellent - VMWare	8,500
Qualys Multi-point Intrusion Scanning License	2,500
Subtotal	***14,438***
SPECIAL PROJECT - WIRELESS REPLACEMENT	
Wireless Hardware (1x costs)	28,263
Wireless License	3,824
Wireless Setup and Installation	3,500
Subtotal	***35,587***
SPECIAL PROJECTS - PD RIMS SERVER REPLACEMENT	
New RIMS CAD/RMS Server for PD	7,500
RIMS Server Configuration	3,500
Sunridge Systems	8,500
Subtotal	***19,500***
OTHER	
Security Awareness Setup and Reporting	3,000
Qualys Security Intrusion Testing & Setup	3,000
Contingency	13,000
Subtotal	***19,000***
Estimated Tax	***2,332***
TOTAL	**257,236**

Excluding special projects and the addition of mobile device management, the recommended agreement is a 6% increase over the FY 2021-22 and is primarily due to an increase in licenses and enhanced security scans. The costs associated with equipment replacement will be charged to the designated Equipment Replacement Fund and all other costs are distributed between the General Fund, Water Fund, and Wastewater Fund.

FISCAL IMPACT
Total fiscal impact is $257,236 and has been included in the Draft Fiscal Year 2022-23 annual budget presented to City Council on May 31, 2022.

RECOMMENDED ACTION
Staff recommends City Council approve the attached Resolution.

ATTACHMENTS
Attachment 1 - MarinIT YOY Contracts FY 23
Attachment 2 - PSA Marin IT FY 2022-23 IT Support
Attachment 3 - Resolution - MarinIT Agreement

	MarinIT Agreements	FY 15 Reso 2015-3	FY 16 Reso 2015-72	FY 17 Reso 2016-82	FY 18 Reso 2017-155 2017-156	FY 19 Reso 2018-83	FY 20 Reso 2019-76	FY 21 Reso 2020-67	FY 22 STH Contract: FY2022-003 Amendment #1	FY 23 IT Services Quote 6/7/22 FINAL
	Managed Services - Annual									
1	Monthly recurring IT Service/Support	60,000	60,000	60,000	80,000	80,000	82,500	83,220	91,536	99,840
2	Office 365 (125 users)					13,500	8,250	8,300	9,150	21,660
3	Contingency					16,020	8,250	8,300	9,150	13,000
		60,000	***60,000***	***60,000***	***80,000***	***109,520***	***99,000***	***99,820***	***109,836***	***134,500***
	Managed Services - Monthly									
4	Cloud Data Backup & SPAM Filtering FY23 Barracuda	14,375	8,049	8,500	8,500	8,500	8,500	6,000	8,496	3,600
5	Proactivew Service/Monitoring for Servers 12 Servers @ $27 per month Included Webroot Security - anti-virus/malware								3,960	
6	Mobile Device Management									12,480
		14,375	***8,049***	***8,500***	***8,500***	***8,500***	***8,500***	***6,000***	***12,456***	***16,080***
	Maintenance Renewals									
7	Cisco Wireless Controller Warranty							625	975	
8	Cisco Firewalls - warranty 1 CH, 1 PD							2,700	3,200	
9	Compellent Storage (SAN) Annual Maint. And Support					6,672	6,485	4,350	5,000	
10	Vmware Maintenance/Warranty Renewal								1,400	
11	Misc Renewals - Cisco Smartnet - Dell Compellent VMWare, etc.									8,500
		-	-	-	-	***6,672***	***6,485***	***7,675***	***10,575***	***8,500***
	Hardware Upgrades/Special Projects									
12	2 Cicco UC Servers							900		
13	Server Upgrade		95,620							
14	PD Radio and Phone Upgrades		630							
15	Library Broadband Upgrade				41,445					
16	New Switches City Hall, PW, Recreation						7,900			
17	PD Core Upgrades						17,400			
18	Cabling for PD and Firehouse						2,500			
19	VOiP Installation				165,923					
20	Firewall Replacement					27,459				
21	New PC's Police Department							2,580		
22	Fire Dept - Cisco Catalyst C9200-48P								2,699	
23	Fire Dept - Switch								430	
24	New VM Host Servers - City Hall								8,571	
25	Meraki MR56 High Density WAP for office space and lobby/break room areas (2)									3,173
26	Meraki MR46 WAP for General Use Areas - CH, WTP, corpyard, etc. (15)									19,026
27	Meraki MR76 Dual Band Outdoor WAP (FY 23 quote 2 for new CH and 1 for library)									4,200
28	Meraki Dual-Band Omni Antennas for outdoor WAP (12)									1,864

	MarinIT Agreements	FY 15 Reso 2015-3	FY 16 Reso 2015-72	FY 17 Reso 2016-82	FY 18 Reso 2017-155 2017-156	FY 19 Reso 2018-83	FY 20 Reso 2019-76	FY 21 Reso 2020-67	FY 22 STH Contract: FY2022-003 Amendment #1	FY 23 IT Services Quote 6/7/22 FINAL
29	Meraki MR Enterprise Cloud Controller License, 3- years Meraki MR Series Access Point - Subscription License 1 access point - 3 year license validation period (FY 23 budget)									3,824
30	Misc Materials		35							
31	RIMS Server Config. & Migration									3,500
32	Sunridge Systems Services									8,500
33	New RIMS/CAD/RMS Server for PD									7,500
		-	***96,285***	***-***	***207,368***	***27,459***	***27,800***	***3,480***	***11,699***	***51,586***
	Software								5,474	
		-	***-***	***-***	***-***	***-***	***-***	***-***	***5,474***	
	Project Services									
34	Fire Dept - Project Labor								275	
35	Project Labor	6,600								
36	Park & Rec Building Recable								4,750	
37	VM Host Upgrades - Project Labor								4,000	
38	Wireless set up and install									3,500
		6,600	***-***	***-***	***-***	***-***	***-***	***-***	***9,025***	***3,500***
	Cybersecurity and Network Monitoring									
39	Proactive Service/Monitoring for PC/MAC/Server - includes Webroot Security-anti-virus/malware								19,440	28,800
40	KnowBe4 Diamond								2,044	3,438
41	Quality Multi-Point Intrusion Scanning Lic									2,500
42	Security Awareness Campaigns								4,000	3,000
43	Semi Annual Security Scans								5,900	3,000
		-	***-***	***-***	***-***	***-***	***-***	***-***	***31,384***	***40,738***
44	Estimated Tax							***177***	***1,417***	***2,332***
		80,975	**164,334**	**68,500**	**295,868**	**152,151**	**141,785**	**117,152**	**191,867**	**257,236**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 14, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as FY 2022-23 COSH IT Annual Support.

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, "Scope of Services"** attached hereto and made a part hereof. Total compensation shall not exceed $257,236 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

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

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

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

D. Cyber Liability Insurance.
   1. Cyber Liability Insurance with limits not less than $1,000,000 per claim.
   2. Coverage shall be sufficient broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.
   3. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

E. 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.

F. 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.

G. 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.

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

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

I. 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.

J. 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.

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

insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

G. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of

providing services to City, a Consultant employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which the City may be required to pay. This indemnity obligation shall survive the termination or expiration of this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not

been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: MarinIT
366 Bel Marin Keys Blvd.
Novato, CA 94939

415-842-3275

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: _____
Title:_____

City:

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A

Marin IT

Prepared for City of St. Helena

COSH IT Support & Budget FY2022-2023- Ver2

Quote#2022-002536 v1

PREPARED FOR	PREPARED BY
April Mitts AMitts@cityofsthelena.org (707) 968-2751	Tim Bush tbush@marinit.com (415) 842-3251

,

Marin IT

www.marinit.com -

Friday, April 29, 2022

City of St. Helena
April Mitts
1572 Railroad Avenue
St. Helena, CA 94574
AMitts@cityofsthelena.org

Dear April,

Marin IT, Inc. is pleased to provide City of St. Helena with our proposal for Managed IT Support.

IT support Scope of Work - Marin IT, Inc. Responsibilities

As part of this agreement it is our understanding that we will be provide the IT support required for City of St. Helena to continue daily operations including, but not limited to, support and maintenance of the following:

- PC's
- Servers & VM Hosts
- Network Equipment (Switches, Firewalls, Routers, Wireless)
- Mobile Devices (tablets, Vehicle MDT's, cellphones)
- Business Network/Back Office - MS Active Directory, user accounts and access, Office 365 Apps and Email, Adobe, anti-virus
- VoIP
- Frontline support and maintenance for CAD/RMS

Additionally, Marin IT will provide the following MSP services:

- Business security and continuity - security awareness training, email SPAM & Malware filtering, email archiving, data backup (including cloud-to-cloud)
- Remote monitoring and management of computers, servers, and firewall
- Mobile Device Management and control

Marin IT technicians are expected to work with the City of St. Helena in supporting the network. We will provide an online service ticket and tracking system.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of St. Helena representative before proceeding with the work.

Client Responsibilities:

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- City of St. Helena will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client is responsible for providing reasonable/timely access to all buildings, offices, devices, laptops, smart phones, tablets, etc.

Change / System Upgrade Process:

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of St. Helena locations to support facilities operations (if applicable).

Pricing/Rate Schedule:

This proposal is meant to provide both onsite and remote support for City of St. Helena but does not include special projects. Any additional projects or on-site service will be chargeable at the rates described below. This agreement does not include hardware replacement or upgrades.

Our charge for MSP and contracted service is detailed in the "Managed Services" section. These rates are quoted for support during normal business hours (Monday through Friday between 8:00 AM and 5:30 PM). Marin IT is proposing (16) hours every week for onsite maintenance and support (1 year, totaling 832 hours). Our standard rate is $145 per hour for this type of service, however Marin IT is extending a discounted public safety rate of $120 per hour. Marin IT will bill the discounted rate in 1/2 hour increments for On-Demand Help Desk services.

Rates for overtime, nights, weekends will be billed at 1 ½ times the T&M rate. After hours emergency calls for remote support requires a 2-hour minimum at the OT rate. Onsite Emergency support is needed, there is a $200 mobilization fee and a 2-hour minimum.

On-site Emergency calls for all holidays require a $200 call-out fee, and a 2-hour minimum at 2 times the base T&M rate (currently $145 per hour). Remote support fees for holidays will be billed at 2-hours upfront, then at 30 minutes intervals after the initial two hours with no call-out fee. Unless you are a public safety organization or a hospital, Marin IT does not provide any service on the following days: January 1st, Memorial Day, 4th of July, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve after 12 pm, and Christmas Day.

Rates for special projects are not covered under the scope of this agreement. They Range range from $145 to $200 per hour, depending on the type/scope of work performed.

Clients are billed monthly for all services rendered. Payment is on net-30 terms. If a client has a balance due that is 60 days or older, no service will be performed until the account is made current. Marin IT does not accept credit cards.

Invoicing

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Terminatio of Agreement

- **Term:** The length of this agreement is for one year and begins on the first date of service
- **Discretionary:** After the first 8 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party. Any fee waivers will be payable to Marin IT & will be included in the final bill. All rates for services will become billable at the current

project/T&M rates on the date of notification.

- **Cause:** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

- **Effect of Termination:** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

- **Return of Documents:** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of St. Helena representative as soon as possible, but not later than thirty (30) days after termination.

Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Tim Bush
Director of Accounts
Marin IT

Marin IT

www.marinit.com -

Managed Services

DESCRIPTION	Monthly Recurring	QTY	EXT. REC.
Onsite IT Service, Support, Maintenance • 16 hours per week for 1 year • Total of 832 hours at $120 per hour Onsite Services performed: • Ticket/end-user break/fix resolution • Server Maintenance - DNS, DHCP, patching/hot-fixes, verify and test data backup, examine server logs, etc • End-user device and peripheral maintenance • Network device maintenance - firmware updates, examine log files, misc adjustments as needed • Software support/updates • Device software/firmware updates • Office 365 management/administration • MDT support for Police • CAD/RMS Support for Police • VoIP Maintenance - moves, adds, changes	$8,320.00	12	$99,840.00
Proactive Service/Monitoring for Pc/Mac/Server - includes Webroot Security - anti-virus/malware • Up to 80 devices (Servers, PC/MAC) @ $30.00 each per month ($1800.00 monthly) • Pro-active system monitoring and alerting • Advanced IT asset inventory reporting and management • Secure remote control	$2,400.00	12	$28,800.00

* - Device count will be adjusted as needed - Client only billed for devices in use

** - License renewal fee of $1800 waived

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Managed Services

DESCRIPTION	Monthly Recurring	QTY	EXT. REC.
Barracuda - Intronis cloud data backup • Real-time backup for Servers and computers (physical or VM) • Rapid recovery with physical to virtual recover capability • Object-level restore	$300.00	12	$3,600.00
Mobile Device Management • Estimated at 2 hours per week at $120 per hour (104 hours annually) • Maintain phone list • Place orders for new hires • Activate/deactivate as needed • Create standard builds for i-Pads and Phones	$1,040.00	12	$12,480.00
Ms Office 365 with ProofPoint SPAM and malware scanning • Average cost per month is $1,805.00 • Marin IT performs quarterly audits to ensure billing accuracy • Includes Proofpoint Essentials - Anti-SPAM/Malware, quarantine, etc	$1,805.00	12	$21,660.00

Monthly Recurring Subtotal: **$13,865.00**

One Time Hardware & Software Costs

DESCRIPTION	PRICE	QTY	EXT. PRICE
Misc Software/Licenses/Service plan renewals			

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One Time Hardware & Software Costs

DESCRIPTION		PRICE	QTY	EXT. PRICE
KnowBe4 Diamond - Security awareness training and Simulated Phishing platform - Covers up to 100 user accounts Up to 100 recurring subscription seats of Knowbe4 Diamond level cyber security awareness training platform - $27.50 each - $3,438.00 for twelve (12) months, renewing annually. Knowbe4 Diamond level includes: • Training videos to help users identify phishing and ransomware attacks. • Printed materials reminding users about cyber security and how to identify phishing and ransomware attempts. • Simulated phishing campaigns to measure cyber security awareness, both prior to initial training and ongoing. • Phish Alert Button Outlook Plug-in for reporting suspicious email to IT. • Second Chance - Link Transparency for Outlook. • End User clicker reports for measuring training efficacy. • Reported phishing attack statistics. • Reports on training attendance per user. Marin IT recommends at least two training campaigns every 6 months.		$3,438.00	1	$3,438.00
Misc Renewals - Cisco Smartnet - Dell Compellent - VMWare - Etc.		$8,500.00	1	$8,500.00
Qualys Multi-point Intrusion Scanning License - 1 year subscription		$2,500.00	1	$2,500.00
Wireless Replacement				
Meraki MR56 High Density WAP - for Office space and main lobby/break room areas		$1,586.26	2	$3,172.52
Meraki MR46 WAP for General Use areas - city hall, WTP, corpyard, etc.		$1,268.37	15	$19,025.55
Meraki MR76 Dual Band Outdoor WAP (2 for new city hall, 1 for the library)		$1,400.09	3	$4,200.27
Meraki Dual-band Omni Antennas for outdoor WAP's (each WAP requires 4)		$155.35	12	$1,864.20

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One Time Hardware & Software Costs

DESCRIPTION	PRICE	QTY	EXT. PRICE
Meraki MR Enterprise Cloud Controller License, 3 Years - Meraki MR Series Access Point - Subscription License 1 Access Point - 3 Year License Validation Period	$191.19	20	$3,823.80
New RIMS CAD/RMS Server for PD			
Dell PowerEdge Rackmount Server w/ SQL • Xeon Processor • Server 2019 Standard • SQL Server 2019 • RAID 5 Array • 32 GB RAM • (3) 1 TB Solid State Drives • 3-year onsite hardware warranty	$7,500.00	1	$7,500.00

Subtotal: **$54,024.34**

Misc One-Time Labor

DESCRIPTION	PRICE	QTY	EXT. PRICE
Wireless Setup and install • Register devices and run OS and firmware updates • Build Internal and guest SSID's • Deliver and install, test 802.1X authentication • Test and tune	$3,500.00	1	$3,500.00
Security Awareness Training - Campaign setup and reporting • Build campaign, schedule training modules • Monitor progress - provide update to admin staff • Begin email campaign, monitor and report	$1,500.00	2	$3,000.00
Qualys Security Intrusion Testing Setup and reporting - two semi-annual scans • Build Intrusion/friendly-hack module • Deploy and run test - adjust as needed • Run full intrusion test, provide report with recommended adjustments	$1,500.00	2	$3,000.00

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Misc One-Time Labor

DESCRIPTION	PRICE	QTY	EXT. PRICE
RIMS Server Config and Migration Assistance • Run server thru initial setup - install required updates, etc • Install MS SQL Server • Deliver, Install and prep for migration • Provide onsite Migration assistance, coordinate move with Sunridge Systems	$3,500.00	1	$3,500.00
Sunridge Systems Professional Services - Budget Placeholder • This is the estimated fee for the move and upgrade of the RIMS database and associated services. • Payable directly to Sunridge Systems w/ no markup • Marin IT is not permitted to move the RIMS database to the new server - it must be done by Sunridge Tech Services	$8,500.00	1	$8,500.00

Subtotal: **$21,500.00**

Contingency

DESCRIPTION	PRICE	QTY	EXT. PRICE
Budgetary Contingency Recommended for unexpected hardware, labor, software purchases - 10% of overall contract cost	$13,000.00	1	$13,000.00

Subtotal: **$13,000.00**

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COSH IT Support & Budget FY2022-2023- Ver2

Prepared by:	Prepared for:	Quote Information:
Marin IT	**City of St. Helena**	**2022-002536**
Tim Bush (415) 842-3251 tbush@marinit.com	1572 Railroad Avenue St. Helena, CA 94574 April Mitts (707) 968-2751 AMitts@cityofsthelena.org	Version: 1 Delivery Date: 04/29/2022 Expiration Date: 05/29/2022

Quote Summary

DESCRIPTION	AMOUNT
One Time Hardware & Software Costs	$54,024.34
Misc One-Time Labor (includes placeholder for RIMS databse migration)	$21,500.00
Contingency	$13,000.00
Subtotal:	**$88,524.34**
Estimated Tax:	**$2,331.66**
Total:	**$90,856.00**

Expenses Summary

DESCRIPTION	AMOUNT
Total Managed Services - $13,865.00 per month for 12 months	$166,380.00
Recurring Subtotal:	**$166,380.00**
Project/One-Time labor and materials/Licenses:	**$90,856.00**
Recurring Total:	**$257,236.00**

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties: Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARANTY OF FITNESS
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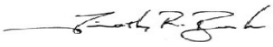
Marin IT		City of St. Helena	
Signature:		Signature:	
Name:	Tim Bush	Name:	April Mitts
Title:	Director of Accounts	Date:	
Date:	06/03/2022		

CITY OF ST. HELENA

RESOLUTION NO. 2022-

APPROVING A ONE-YEAR AGREEMENT WITH MARIN IT TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR AN AMOUNT NOT-TO-EXCEED $257,236 for FY 2022-23.

RECITALS

A. In 2012, an informal solicitation of proposals was conducted for outsourced Information Technology services; and

B. Marin IT was selected from this process; and

C. The City has contracted with MarinIT for the ten nine years to provide 24/7 network support as well as workstation/desktop maintenance; and

D. In FY 2017-18 the City added additional support services with MarinIT for the new VoIP phone system which was implemented in December 2017; and

E. In FY 2021-22 the City added additional services for enhanced cyber security scans; and

F. The City desires to continue receiving professional information technology services on a limited and “as needed” basis in connection with information technology support and phone services; and

G. MarinIT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

1. The City Council approves the Agreement with MarinIT for a total not to exceed amount of $257,236; and

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

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution Adopting the Five-Year Capital Improvement Program for Fiscal Years 2022-23 to 2026-27.**

CEQA Determination: **Not a CEQA project**

Prepared By: Martin Beltran, Management Analyst

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

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The proposed City of St Helena Capital Improvement Program (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2022-23 through 2026-27. The CIP does not appropriate funds but rather functions as a budgeting and planning tool which supports actual appropriations that are made through budget adoption.

DISCUSSION

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP in Civic, Stormwater, Streets, Wastewater, and Water are consistent with the draft operating budget in fiscal year 2022-23. The subsequent four years are subject to change due to more detailed engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in five divisions: Civic, Stormwater, Streets, Wastewater, and Water. The attached program summarizes the project funding by division for the Five-Year CIP.

California Government Code Section 65401 requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission made this finding at its meeting on May 3, 2022.

Throughout the years, many of the projects on the CIP list have been "rolled over" without received any updates to costs or project scope. On April 5, 2022, a Special City Council meeting was held in which staff presented the preliminary FY 2022-23 budget forecast and solicited feedback from City Council on budget priorities. Of particular concern to Council was having a clear understanding of all CIP projects, estimated project costs, and if the City can deliver the projects based on the current financial conditions as well as staff capacity. Following this meeting staff compiled a 30-year list of all known CIP projects taken from the various series of studies, working committees, and reports to categorize assets, provide costs estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets. This included:

1. Facilities Condition and Need Assessment (2017)
2. St. Helena Assets Planning Engagement (SHAPE) Committee (2018)
3. Financing Civic Infrastructure Task Force (2020)
4. Integrated Utility Master Plan (2021)

Taking the information from the FY 2022-23 to FY 2026-27 five-year CIP list, the four above sources, and other unfunded CIP needs, staff has compiled a 30-year master CIP worksheet (Attachment 2) which was presented at the May 31, 2022 Special City Council Budget Workshop. The intent of the report is to demonstrate the vast infrastructure needs of the City and provide a starting point for staff and Council to begin to prioritize and develop funding strategies to address long-standing deficiencies. Following the May 31, 2022, three changes have been made to the 30-Year CIP Project List:

1. Phase II and Phase III was added to the 30-year list for Downtown Sidewalk Improvements project.
2. Pope Street Bridge Replacement and Preservation
3. Pratt Avenue Bridge Renovation

Additionally, the FY 2022-23 to 2026-27 draft CIP project list was presented to the City Council on May 31, 2022, for review and consideration, and no changes have been made to the draft CIP presented at that meeting.

FISCAL IMPACT

The City's FY 2023-2027CIP consists of 29 projects in five divisions totaling approximately $32.5 million over a five-year period with $18.5 million of the projects slated for FY 2022-23. Of the $18.9 million in FY 2022-23, $13.5 million are for costs associated with CIP S-52 Wastewater Treatment Plant Upgrades.

All funds and expenditures beyond Fiscal Year 2022-23 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

RECOMMENDED ACTION
Staff recommends City Council approve the attached Resolution.

ATTACHMENTS
Attachment 1: FY2022-23 to FY2026-27 5-Year CIP
Attachment 2: 2022 Comprehensive Project List 30-Year
Attachment 3: 2022.23 Five-Year CIP Resolution

5-YEAR CAPITAL IMPROVEMENTS PROGRAM

City of St. Helena, CA

FY 2022-23 to FY 2026-27

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City of St. Helena FY 2022-23 to FY 2027-28

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C20-02	Repaint Fire Station # 1	6
C20-04	Baldwin Park Fence & Pathway Repair	7
C21-01	PSPS Emergency Back-Up Power	8
C22-01	City Hall Relocation - Tenant Improvements	9
C22-02	Replace Playground Equipment and Fence at Crane Park	10
C22-03	Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation	11

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R18-81	Downtown Sidewalk Improvements	13
R19-03	Sulphur Creek Erosion Repair	14
R19-05	Grayson and South Crane Rehab	15
R19-07	Silverado Trail Guardrail Replacement	16
R21-02	Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue and Elmhurst Avenue	17
R21-04	Pope Street Crosswalk Improvements at College Avenue	18
R22-01	Spring Street Bike Lane Striping	19
R22-79	Pavement Restoration FY22 Design/FY 23 Construction	20
R23-01	Signalization Dowdell Lane and Hwy 29	21
R23-02	"HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak	22
R23-79	Pavement Restoration FY23 Design/FY 24 Construction	23
R24-79	Pavement Restoration FY24 Design/FY 25 Construction	24
R25-79	Pavement Restoration FY 25 Design/FY 26 Construction	25
R26-79	Pavement Restoration FY 26 Design/FY 27 Construction	26

3 - Water 27

Project #	Project	Page #
W-109	Bell Canyon Intake Tower Replacement	28
W-80	Dwyer Road Booster (Pump Station)	29
W18-113	Water System SCADA Improvements	30

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Project #	Project	Page #

S-52	WWTP Phase 1 Upgrades	32
S21-01	WWTP Recycled Pipeline and Pump Station	33
S23-01	Recycled Water - Crane Park Irrigation Infrastructure	34

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Project #	Project	Page #
R20-01	Mitchell Drive to Sulphur Creek Storm Drain	36
R20-02	Mills Lane Storm Drain Project	37

Global Summary Report

City of St. Helena FY 2022-23 to FY 2026-27

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT CATEGORY EXPENDITURES									
1	Civic	479,620		2,356,019	50,000	75,500		100,000	3,061,139
2	Streets	898,534		2,028,056	2,208,664	2,141,415	2,203,486	1,227,083	10,707,238
3	Water	289,313		900,000	503,000	3,900,000	250,000		5,842,313
4	Wastewater	5,509,980		13,485,847					18,995,827
5	Stormwater	346,575		121,384			190,200		658,159
TOTALS		7,524,022		18,891,306	2,761,664	6,116,915	2,643,686	1,327,083	39,264,676
PROJECT FUNDING SOURCES									
101	General Fund	227,285		1,478,684				87,639	1,793,608
101	General Fund - Measure T/RMRA MOE	59,800					190,200		250,000
101	General Fund - Measure T/RMRA MOE (Prior Year)	75,000			203,314	297,000	297,000		872,314
230	Gas Tax	159,595		150,405					310,000
230	Gas Tax - RMRA/SB1	108,000		60,000	60,000				228,000
240	Measure T	380,280		895,286	1,697,300	1,241,415	1,303,486	1,227,083	6,744,850
420	Go Bonds							12,361	12,361
571	Wastewater Cash Operations Fund Balance			2,684,114					2,684,114
592	Equipment Replacement Fund			169,472					169,472
700	Flood Control Funds	74,658		70,555					145,213
733	Civic State of CA OES PSPS Grant	196,487							196,487
733	Prop 68 Grant			170,000					170,000
733	Civic CIP	65,496		22,004					87,500
734	Park Impact Fees	54,852		515,859	50,000	75,500			696,211
740	Traffic Impact Fees Fund Loan			873,610					873,610
741	Streets Capital Improvement - NVTA			94,000					94,000
741	Streets Capital Improvement - Grant OBAG III					603,000	603,000		1,206,000
741	LMR Cost Share			104,200					104,200
741	Streets Capital Improvement			326,800					326,800
741	Streets Capital Improvement - Grant TDA III			50,000					50,000
741	Streets Capital Improvement - HSIP	36,501		276,810	248,050				561,361
742	Storm Drain Impact Fees	286,775		121,384					408,159
763	Water Capital Improvement	289,313		900,000					1,189,313
763	Water Capital Improvement - Debt				503,000	3,900,000	250,000		4,653,000
764	Water Impact Fees	70,192		49,708					119,900
773	Wastewater Capital Improvement	1,903,293		3,267,808					5,171,101
773	Wastewater Capital Improvement - Debt	3,510,534		5,852,391					9,362,925
774	Wastewater Impact Fees	25,961		758,216					784,177
TOTALS		7,524,022		18,891,306	2,761,664	6,116,915	2,643,686	1,327,083	39,264,676

Category Summary Report
FY 2022-23 to 2027-28
1 - Civic

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT TITLE									
C19-03	Crane Park Lighting Improvements	47,102		354,509					401,611
C20-02	Repaint Fire Station # 1							100,000	100,000
C20-04	Baldwin Park Fence & Pathway Repair	7,750		81,350					89,100
C21-01	PSPS Emergency Back-Up Power	261,983		22,004					283,987
C22-01	City Hall Relocation - Tenant Improvements	162,785		1,648,156					1,810,941
C22-02	Replace Playground Equipment and Fence at Crane Park			250,000					250,000
C22-03	Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation				50,000	75,500			125,500
		479,620		2,356,019	50,000	75,500		100,000	3,061,139
PROJECT FUNDING SOURCES									
101	General Fund	162,785		1,478,684				87,639	1,729,108
420	Go Bonds							12,361	12,361
592	Equipment Replacement Fund			169,472					169,472
733	Civic State of CA OES PSPS Grant	196,487							196,487
733	Prop 68 Grant			170,000					170,000
733	Civic CIP	65,496		22,004					87,500
734	Park Impact Fees	54,852		515,859	50,000	75,500			696,211
		479,620		2,356,019	50,000	75,500		100,000	3,061,139

Crane Park Lighting Improvements

Project No: C19-03

Category: Civic

Project Location: 360 Crane Avenue

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Retrofit existing park light fixtures to LED and upgrade electrical equipment.

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3160 - Construction Contract	47,102		348,209					395,311
3170 - Contingency			6,300					6,300
EXPENDITURE TOTALS	47,102		354,509					401,611
FUNDING SOURCES								
223-Skate Park Lighting Fund								0
734-Park Impact Fees	47,102		354,509					401,611
FUNDING TOTALS	47,102		354,509					401,611

Repaint Fire Station # 1

Project No: C20-02

Category: Civic

Project Location: 1480 Main Street

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Repaint Fire Station # 1.

Original Date: FY 21, deferred until FY 22

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design							20,000	20,000
3160 - Construction Contract							80,000	80,000
EXPENDITURE TOTALS							100,000	100,000
FUNDING SOURCES								
101-General Fund							87,639	87,639
420-Go Bonds							12,361	12,361
FUNDING TOTALS							100,000	100,000

Baldwin Park Fence & Pathway Repair

Project No: C20-04

Category: Civic

Project Location: 1591 Spring Street

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Remove and replace fence bordering, pathway repair, and minor modifications to entrance.

EXPENDITURE ACCOUNTS:

Fund: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3160 - Construction Contract	7,750		81,350					89,100
EXPENDITURE TOTALS	7,750		81,350					89,100
FUNDING SOURCES								
734-Park Impact Fees	7,750		81,350					89,100
FUNDING TOTALS	7,750		81,350					89,100

PSPS Emergency Back-Up Power

Project No: C21-01

Category: Civic

Project Location: LSWTP and Mobile Generator

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: To replace the 35 year old generator at the Louis Stralla Water Treatment Plant (LSWTP) and to purchase one 175 KW portable generator that can be used at all critical City facilities which do not have back-up power.

EXPENDITURE ACCOUNTS: Fund: 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	2,020							2,020
3160 - Construction Contract	259,963		22,004					281,967
EXPENDITURE TOTALS	261,983		22,004					283,987
FUNDING SOURCES								
733-Civic CIP	65,496		22,004					87,500
733-Civic State of CA OES PSPS Grant	196,487							196,487
FUNDING TOTALS	261,983		22,004					283,987

City Hall Relocation - Tenant Improvements

Project No: C22-01

Category: Civic

Project Location: 1088 Collage Avenue

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Tenant Improvements for City Hall and Police Department Relocation to Napa Valley College, St. Helena campus.

EXPENDITURE ACCOUNTS:

Fund: 101 **Dept:** 4000

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	147,865		93,990					241,855
3150 - Construction Management			172,000					172,000
3160 - Construction Contract	14,920		1,382,166					1,397,086
EXPENDITURE TOTALS	162,785		1,648,156					1,810,941
FUNDING SOURCES								
101-General Fund	162,785		1,478,684					1,641,469
592-Equipment Replacement Fund			169,472					169,472
FUNDING TOTALS	162,785		1,648,156					1,810,941

Replace Playground Equipment and Fence at Crane Park

Project No: C22-02

Category: Civic

Project Location: Crane Park

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Replacement playground equipment and fence at Crane Park

EXPENDITURE ACCOUNTS: **Fund:** 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3160 - Construction Contract			250,000					250,000
EXPENDITURE TOTALS			250,000					250,000
FUNDING SOURCES								
733-Prop 68 Grant			170,000					170,000
734-Park Impact Fees			80,000					80,000
FUNDING TOTALS			250,000					250,000

Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation

Project No: C22-03

Category: Civic

Project Location: Jacob Meily Park St. Helena

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: FY 23 conduct a site survey to address drainage and FY 24 install new turf and upgrade irrigation

Moved out 1 year due to Water Emergency

EXPENDITURE ACCOUNTS: **Fund**: 733 **Dept**: 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design				50,000				50,000
3160 - Construction Contract					75,500			75,500
EXPENDITURE TOTALS				50,000	75,500			125,500
FUNDING SOURCES								
734-Park Impact Fees				50,000	75,500			125,500
FUNDING TOTALS				50,000	75,500			125,500

Category Summary Report
FY 2022-23 to 2027-28
2 - Streets

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT TITLE									
R18-81	Downtown Sidewalk Improvements	551,569			203,314	900,000	900,000		2,554,883
R19-03	Sulphur Creek Erosion Repair	74,658		70,555					145,213
R19-05	Grayson and South Crane Rehab	190,925			75,000				265,925
R19-07	Silverado Trail Guardrail Replacement	36,501		276,810	248,050				561,361
R21-02	Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue and Elmhurst Avenue	19,286		259,286					278,572
R21-04	Pope Street Crosswalk Improvements at College Avenue	25,595		244,405					270,000
R22-01	Spring Street Bike Lane Striping			31,000					31,000
R22-79	Pavement Restoration FY22 Design/FY 23 Construction			620,000	500,000				1,120,000
R23-01	Signalization Dowdell Lane and Hwy 29			200,000					200,000
R23-02	"HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak			200,000					200,000
R23-79	Pavement Restoration FY23 Design/FY 24 Construction			126,000	1,050,000				1,176,000
R24-79	Pavement Restoration FY24 Design/FY 25 Construction				132,300	1,102,500			1,234,800
R25-79	Pavement Restoration FY 25 Design/FY 26 Construction					138,915	1,157,625		1,296,540
R26-79	Pavement Restoration FY 26 Design/FY 27 Construction						145,861	1,227,083	1,372,944
		898,534		2,028,056	2,208,664	2,141,415	2,203,486	1,227,083	10,707,238
PROJECT FUNDING SOURCES									
101	General Fund	64,500							64,500
101	General Fund - Measure T/RMRA MOE (Prior Year)	75,000			203,314	297,000	297,000		872,314
230	Gas Tax	159,595		150,405					310,000
230	Gas Tax - RMRA/SB1	108,000		60,000	60,000				228,000
240	Measure T	380,280		895,286	1,697,300	1,241,415	1,303,486	1,227,083	6,744,850
700	Flood Control Funds	74,658		70,555					145,213
741	LMR Cost Share			104,200					104,200
741	Streets Capital Improvement - Grant OBAG III					603,000	603,000		1,206,000
741	Streets Capital Improvement - NVTA			94,000					94,000
741	Streets Capital Improvement			326,800					326,800
741	Streets Capital Improvement - Grant TDA III			50,000					50,000
741	Streets Capital Improvement - HSIP	36,501		276,810	248,050				561,361
		898,534		2,028,056	2,208,664	2,141,415	2,203,486	1,227,083	10,707,238

Downtown Sidewalk Improvements

Project No: R18-81

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This is a sidewalk improvement project funded by the One Bay Area Grant II program and local funds. The project will replace sidewalks, trees, and implement traffic calming devices on Main Street between Mitchell Drive and Pine Street. Approximately 3,609 linear feet of sidewalk and 17 ADA curb ramps will be replaced.

Phase I construction (1480 Main Street to Adams Street) is anticipated to begin in FY 24 and complete in FY 25.

Phase II and III construction is anticipated for FY 30 and 31.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	548,883			176,000				724,883
3130 - Land & Easements				25,000				25,000
3140 - Legal Services				2,314				2,314
3150 - Construction Management	2,500				75,000	75,000		152,500
3160 - Construction Contract	186				750,000	750,000		1,500,186
3170 - Contingency					75,000	75,000		150,000
EXPENDITURE TOTALS	551,569			203,314	900,000	900,000		2,554,883
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA MOE (Prior Year)	75,000			203,314	297,000	297,000		872,314
230-Gas Tax	134,000							134,000
230-Gas Tax - RMRA/SB1	108,000							108,000
240-Measure T	170,069							170,069
741-Streets Capital Improvement - Grant OBAG III					603,000	603,000		1,206,000
741-Streets Capital Improvement - Measure T Loan								0
999-Unidentified								0
FUNDING TOTALS	551,569			203,314	900,000	900,000		2,554,883

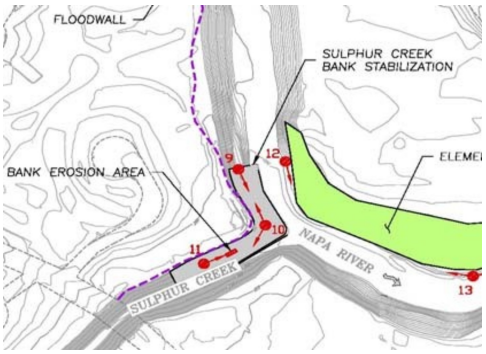
Sulphur Creek Erosion Repair

Project No: R19-03

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will implement bank repairs that were caused during the 16/17 storm year and identified in the 2017 Flood Control Project post-construction monitoring and reporting year. The repairs will be made utilizing funds from the Flood Control Project adaptive management program. The area is located at the base of a mature valley oak, approximately 100 feet upstream of the confluence with the Napa River.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	44,276							44,276
3150 - Construction Management	551							551
3160 - Construction Contract	29,831		70,555					100,386
EXPENDITURE TOTALS	74,658		70,555					145,213
FUNDING SOURCES								
700-Flood Control Funds	74,658		70,555					145,213
FUNDING TOTALS	74,658		70,555					145,213

Grayson and South Crane Rehab

Project No: R19-05

Category: Streets

Project Location: Grayson and South Crane

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This project will reconstruct Grayson and South Crane Avenues. Accessibility improvements to sidewalks and curb ramps will be included as part of the project whenever applicable.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	190,925							190,925
3160 - Construction Contract				75,000				75,000
EXPENDITURE TOTALS	190,925			75,000				265,925
FUNDING SOURCES								
240-Measure T	190,925			75,000				265,925
741-Streets Capital Improvement - Grant OBAG II								0
FUNDING TOTALS	190,925			75,000				265,925

Silverado Trail Guardrail Replacement

Project No: R19-07

Category: Streets

Project Location: Silverado Trail and Pope Street

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Replace guardrail and pavement markings/striping on Silverado Trail within City Limits.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	31,240		23,760					55,000
3120 - Environmental/Planning			5,000					5,000
3150 - Construction Management			29,250	29,250				58,500
3160 - Construction Contract	5,261		208,800	208,800				422,861
3170 - Contingency			10,000	10,000				20,000
EXPENDITURE TOTALS	36,501		276,810	248,050				561,361
FUNDING SOURCES								
741-Streets Capital Improvement - HSIP	36,501		276,810	248,050				561,361
FUNDING TOTALS	36,501		276,810	248,050				561,361

Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue and Elmhurst Avenue

Project No: R21-02

Category: Streets

Project Location: Main Street/Highway 29

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This project will upgrade curb ramps as well as improvement crosswalk markings and signage at Pratt and Elmhurst intersections.

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	19,286		14,286					33,572
3150 - Construction Management			25,000					25,000
3160 - Construction Contract			200,000					200,000
3170 - Contingency			20,000					20,000
EXPENDITURE TOTALS	19,286		259,286					278,572
FUNDING SOURCES								
240-Measure T	19,286		209,286					228,572
741-Streets Capital Improvement - Grant TDA III			50,000					50,000
FUNDING TOTALS	19,286		259,286					278,572

Pope Street Crosswalk Improvements at College Avenue

Project No: R21-04

Category: Streets

Project Location: Pope Street at College Avenue

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Installation of a rectangular rapid flashing beacon system (or equivalent) located on Pope Street at College Avenue, four ADA compliant curb ramps, and continental crosswalk markings on Pope Street and College Avenue.

Installation of the rapid flashing beacon (or equivalent) will provide greater visibility of pedestrians within the crosswalks as vehicles approach. Upgrading curb ramps will improve pedestrian mobility by upgrading curb ramps when crossing Pope Street or College Avenue.

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	25,595		4,405					30,000
3150 - Construction Management			20,000					20,000
3160 - Construction Contract			200,000					200,000
3170 - Contingency			20,000					20,000
EXPENDITURE TOTALS	25,595		244,405					270,000
FUNDING SOURCES								
230-Gas Tax	25,595		150,405					176,000
741-Streets Capital Improvement - NVTA			94,000					94,000
FUNDING TOTALS	25,595		244,405					270,000

Spring Street Bike Lane Striping

Project No: R22-01

Category: Streets

Project Location: Spring Street from Valley View to Sylvaner (WB)

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Install thermoplastic striping, thermoplastic pavement markings, and bike lane signs for the new bike lanes on Spring Street from Valley View Street to Sylvaner Avenue - westbound

EXPENDITURE ACCOUNTS: **Fund:** 733 **Dept:** 5010

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3160 - Construction Contract			31,000					31,000
EXPENDITURE TOTALS			31,000					31,000
FUNDING SOURCES								
741-Streets Capital Improvement			31,000					31,000
FUNDING TOTALS			31,000					31,000

Pavement Restoration FY22 Design/FY 23 Construction

Project No: R22-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:

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

Design FY 22

Construction FY 23

EXPENDITURE ACCOUNTS: **Fund**: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			120,000					120,000
3150 - Construction Management			60,000	60,000				120,000
3160 - Construction Contract			400,000	400,000				800,000
3170 - Contingency			40,000	40,000				80,000
EXPENDITURE TOTALS			620,000	500,000				1,120,000
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE								0
230-Gas Tax								0
230-Gas Tax - RMRA/SB1			60,000	60,000				120,000
240-Measure T			560,000	440,000				1,000,000
741-Streets Capital Improvement - Measure T Loan								0
FUNDING TOTALS			620,000	500,000				1,120,000

Signalization Dowdell Lane and Hwy 29

Project No: R23-01

Category: Streets

Project Location: Dowdell Lane and Hwy 29

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Manage movement of traffic for the Long Meadow Ranch Project at 1000 Mills Lane, Condition of approval No. 66

NOTES: Farmstead will cost share 23.3% of total project costs

FY 23 Design only.

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			200,000					200,000
EXPENDITURE TOTALS			200,000					200,000
FUNDING SOURCES								
741-LMR Cost Share			46,600					46,600
741-Streets Capital Improvement			153,400					153,400
FUNDING TOTALS			200,000					200,000

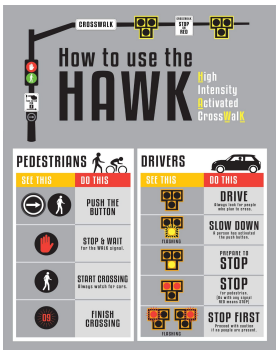
"HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak

Project No: R23-02

Category: Streets

Project Location: Hwy 29 at Charter Oak

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Mitigate pedestrian hazards for the Long Meadow Ranch Project at 738 Main Street.

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			200,000					200,000
EXPENDITURE TOTALS			200,000					200,000
FUNDING SOURCES								
741-LMR Cost Share			57,600					57,600
741-Streets Capital Improvement			142,400					142,400
FUNDING TOTALS			200,000					200,000

Pavement Restoration FY23 Design/FY 24 Construction

Project No: R23-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:

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

Design FY 23

Construction FY 24

EXPENDITURE ACCOUNTS: **Fund**: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			126,000					126,000
3150 - Construction Management				126,000				126,000
3160 - Construction Contract				840,000				840,000
3170 - Contingency				84,000				84,000
EXPENDITURE TOTALS			126,000	1,050,000				1,176,000
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE								0
230-Gas Tax								0
230-Gas Tax - RMRA/SB1								0
240-Measure T			126,000	1,050,000				1,176,000
FUNDING TOTALS			126,000	1,050,000				1,176,000

Pavement Restoration FY24 Design/FY 25 Construction

Project No: R24-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:

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

Design FY 24

Construction FY 25

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design				132,300				132,300
3150 - Construction Management					132,300			132,300
3160 - Construction Contract					882,000			882,000
3170 - Contingency					88,200			88,200
EXPENDITURE TOTALS				132,300	1,102,500			1,234,800
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE								0
230-Gas Tax								0
230-Gas Tax - RMRA/SB1								0
240-Measure T				132,300	1,102,500			1,234,800
741-Streets Capital Improvement								0
FUNDING TOTALS				132,300	1,102,500			1,234,800

Pavement Restoration FY 25 Design/FY 26 Construction

Project No: R25-79

Category: Streets

Project Location: St. Helena, CA 94574

Responsible Department:

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

Design FY 25

Construction FY 26

EXPENDITURE ACCOUNTS: Fund: 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design					138,915			138,915
3150 - Construction Management						138,915		138,915
3160 - Construction Contract						926,100		926,100
3170 - Contingency						92,610		92,610
EXPENDITURE TOTALS					138,915	1,157,625		1,296,540
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE								0
230-Gas Tax								0
230-Gas Tax - RMRA/SB1								0
240-Measure T					138,915	1,157,625		1,296,540
741-Streets Capital Improvement								0
FUNDING TOTALS					138,915	1,157,625		1,296,540

Pavement Restoration FY 26 Design/FY 27 Construction

Project No: R26-79

Category: Streets

Project Location: St. Helena, CA 84574

Responsible Department:

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

Design FY 26

Construction FY 27

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design						145,861		145,861
3150 - Construction Management							152,807	152,807
3160 - Construction Contract							972,405	972,405
3170 - Contingency							101,871	101,871
EXPENDITURE TOTALS						145,861	1,227,083	1,372,944
FUNDING SOURCES								
240-Measure T						145,861	1,227,083	1,372,944
FUNDING TOTALS						145,861	1,227,083	1,372,944

Category Summary Report
FY 2022-23 to 2027-28
3 - Water

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT TITLE									
W-109	Bell Canyon Intake Tower Replacement	289,313			353,000	3,500,000			4,142,313
W-80	Dwyer Road Booster (Pump Station)			900,000					900,000
W18-113	Water System SCADA Improvements				150,000	400,000	250,000		800,000
		289,313		900,000	503,000	3,900,000	250,000		5,842,313
PROJECT FUNDING SOURCES									
763	Water Capital Improvement	289,313		900,000					1,189,313
763	Water Capital Improvement - Debt				503,000	3,900,000	250,000		4,653,000
		289,313		900,000	503,000	3,900,000	250,000		5,842,313

Bell Canyon Intake Tower Replacement

Project No: W-109

Category: Water

Project Location: APN 021-420-019

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Immediate repairs slated are required to be in compliance. Non compliance constitutes a violation of the City's Division of Dam Safety permitted use of Bell Canyon is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application by the State of California Department of Water Resources Division of Dam Safety.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	289,313			150,000				439,313
3120 - Environmental/Planning				200,000				200,000
3140 - Legal Services				3,000				3,000
3150 - Construction Management					200,000			200,000
3160 - Construction Contract					3,000,000			3,000,000
3170 - Contingency					300,000			300,000
EXPENDITURE TOTALS	289,313			353,000	3,500,000			4,142,313
FUNDING SOURCES								
763-Water Capital Improvement	289,313							289,313
763-Water Capital Improvement - Debt				353,000	3,500,000			3,853,000
764-Water Impact Fees								0
FUNDING TOTALS	289,313			353,000	3,500,000			4,142,313

Dwyer Road Booster (Pump Station)

Project No: W-80

Category: Water

Project Location: Between St. Helena, Napa, and Calistoga: Dwyer Roa

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This is a shared facility between St. Helena, Napa, and Calistoga for moving water up valley. The project will improve system reliability and increase pressure in the southern end of the system.

The City of Napa will conduct the work on this project with a 10% cost share by the City of St. Helena. Total project cost is estimated at $6,000,000.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			200,000					200,000
3160 - Construction Contract			700,000					700,000
EXPENDITURE TOTALS			900,000					900,000
FUNDING SOURCES								
763-Water Capital Improvement			900,000					900,000
763-Water Capital Improvement - Debt								0
763-Water Capital Improvement - Grant/Interagency Fund								0
764-Water Impact Fees								0
FUNDING TOTALS			900,000					900,000

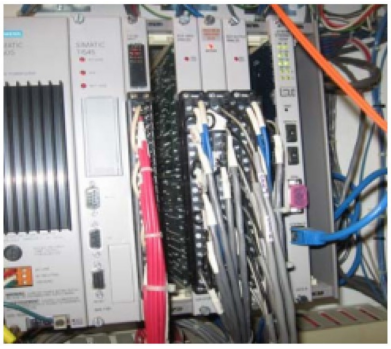
Water System SCADA Improvements

Project No: W18-113

Category: Water

Project Location: Citywide

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will apply power and instrumentation upgrades to integrate the City's water pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design				150,000	150,000			300,000
3160 - Construction Contract					250,000	250,000		500,000
EXPENDITURE TOTALS				150,000	400,000	250,000		800,000
FUNDING SOURCES								
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt				150,000	400,000	250,000		800,000
FUNDING TOTALS				150,000	400,000	250,000		800,000

Category Summary Report
FY 2022-23 to 2027-28
4 - Wastewater

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT TITLE									
S-52	WWTP Phase 1 Upgrades	5,413,827		13,402,000					18,815,827
S21-01	WWTP Recycled Pipeline and Pump Station	96,153		33,847					130,000
S23-01	Recycled Water - Crane Park Irrigation Infrastructure			50,000					50,000
		5,509,980		13,485,847					18,995,827
PROJECT FUNDING SOURCES									
571	Wastewater Cash Operations Fund Balance			2,684,114					2,684,114
740	Traffic Impact Fees Fund Loan			873,610					873,610
764	Water Impact Fees	70,192		49,708					119,900
773	Wastewater Capital Improvement	1,903,293		3,267,808					5,171,101
773	Wastewater Capital Improvement - Debt	3,510,534		5,852,391					9,362,925
774	Wastewater Impact Fees	25,961		758,216					784,177
		5,509,980		13,485,847					18,995,827

WWTP Phase 1 Upgrades

Project No: S-52

Category: Wastewater

Project Location: 1 Chaix Ln

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Per the State Cease and Desist Order, upgrade the plant to meet compliance requirements by 2021. In addition, to compliance requirements, levee repairs and sludge removal will be incorporated into construction of this project.

Merged into S-52: S-53, S-62, S-66, S18-79.

EXPENDITURE ACCOUNTS:

Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	1,706,443							1,706,443
3120 - Environmental/Planning	111,850							111,850
3140 - Legal Services	85,000							85,000
3150 - Construction Management			535,085					535,085
3160 - Construction Contract	3,510,534		11,378,056					14,888,590
3170 - Contingency			1,488,859					1,488,859
EXPENDITURE TOTALS	5,413,827		13,402,000					18,815,827
FUNDING SOURCES								
571-Wastewater Cash Operations Fund Balance			2,684,114					2,684,114
740-Traffic Impact Fees Fund Loan			873,610					873,610
773-Wastewater Capital Improvement	1,903,293		3,267,808					5,171,101
773-Wastewater Capital Improvement - Debt	3,510,534		5,852,391					9,362,925
774-Wastewater Impact Fees			724,077					724,077
FUNDING TOTALS	5,413,827		13,402,000					18,815,827

WWTP Recycled Pipeline and Pump Station

Project No: S21-01

Category: Wastewater

Project Location: 1 Chaix Ln St. Helena

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Provide pump station to distribute recycled water to the WWTP spray fields and provide recycled water to City customers via mainline connection

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	96,153		33,847					130,000
EXPENDITURE TOTALS	96,153		33,847					130,000
FUNDING SOURCES								
764-Water Impact Fees	70,192		24,708					94,900
774-Wastewater Impact Fees	25,961		9,139					35,100
FUNDING TOTALS	96,153		33,847					130,000

Recycled Water - Crane Park Irrigation Infrastructure

Project No: S23-01

Category: Wastewater

Project Location: WWTP to Crane Park

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Installation of necessary piping such that the Recycled Water Pipe is delivering recycled water to Crane Park's irrigation infrastructure.

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design			50,000					50,000
EXPENDITURE TOTALS			50,000					50,000
FUNDING SOURCES								
764-Water Impact Fees			25,000					25,000
774-Wastewater Impact Fees			25,000					25,000
FUNDING TOTALS			50,000					50,000

Category Summary Report
FY 2022-23 to 2027-28
5 - Stormwater

		Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	TOTALS
PROJECT TITLE									
R20-01	Mitchell Drive to Sulphur Creek Storm Drain	59,800					190,200		250,000
R20-02	Mills Lane Storm Drain Project	286,775		121,384					408,159
		346,575		121,384			190,200		658,159
PROJECT FUNDING SOURCES									
101	General Fund - Measure T/RMRA MOE	59,800					190,200		250,000
742	Storm Drain Impact Fees	286,775		121,384					408,159
		346,575		121,384			190,200		658,159

Mitchell Drive to Sulphur Creek Storm Drain

Project No: R20-01

Category: Stormwater

Project Location: Mitchell Drive to Sulphur Creek

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Replace storm drain pipe on Mitchell Drive and slip-line portion of pipe from Mitchell Drive to Sulphur Creek.

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept**: 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design						25,000		25,000
3160 - Construction Contract	59,800					165,200		225,000
EXPENDITURE TOTALS	59,800					190,200		250,000
FUNDING SOURCES								
101-General Fund - Measure T/RMRA MOE	59,800					190,200		250,000
FUNDING TOTALS	59,800					190,200		250,000

Mills Lane Storm Drain Project

Project No: R20-02

Category: Stormwater

Project Location: Mills Lane from State Highway 29 east to the Napa River

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: The Mills Lane Storm Drain improvement project was originally identified by the City and a portion designed in 1974. It was also considered in the City's 2000 Master Plan of Drainage, identified in the City's Storm Drain Impact Fees, as well as the 2005 Highway 29 Specific Plan and the specific plan's program environmental impact report (EIR) prepared in 2003 (SCH #2001082017). The storm drain will be constructed along Mills Lane, which is a City street for most of its length, from its intersection with State Highway 29 east to the Napa River.

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/22		2022-23	2023-24	2024-25	2025-26	2026-27	PROJECT TOTAL
3110 - Design	230,059							230,059
3120 - Environmental/Planning	56,716		71,384					128,100
3130 - Land & Easements			50,000					50,000
EXPENDITURE TOTALS	286,775		121,384					408,159
FUNDING SOURCES								
-Other*								0
230-Gas Tax								0
230-Gas Tax - RMRA/SB1								0
742-Storm Drain Impact Fees	286,775		121,384					408,159
999-Unidentified								0
FUNDING TOTALS	286,775		121,384					408,159

	Description	Type of Improvement	Project Source Document	Estimated Costs 2017/2020/2022 $	100% Funded	Funding Source If Identified	1-5 Years	Year 1	Year 2	Year 3	Year 4	Year 5	6-10 years	11-15 years	16-20 years	21-25 years	26-30 years	
FY 2023 - CIP LIST																		
1	C19-03 Crane Park Lighting Improvements Retrofit existing park light fixtures to LED an dupgrade electrical equipment	Civic	FY 22 CIP	354,509	Yes	Skate Park Lighting Fund Park Impact Fees	X	354,509										
2	C20-02 Repaint Fire Station #1	Civic	FY 22 CIP	100,000		GO Bond remaining balance - $12,071 General Fund	X					100,000						
3	C20-04 Baldwin Park Fence and Pathway Repair	Civic	FY 22 CIP	81,350	Yes	Park Impact Fees	X	81,350										
4	C21-01 LSWTP and Mobile Generator	Civic	FY 22 CIP	22,004	Yes	CalOES PSPS Grant General Fund Match	X	22,004										
5	C22-01 City Hall Relocation - Tenant Improvements	Civic	FY 22 CIP	1,648,156	Yes	General Fund Euqipment Replacement Fund	X	1,648,156										
6	C22-02 Replace Playground Equipment and Fence at Crane Park	Civic	FY 22 CIP	250,000	Yes	Prop 68 Grant Park Impact Fees	X	250,000										
7	C22-03 Jacob Meily Park Drainage Site Survey and Installation of new Turf and Upgrade Irrigation FY 23 site survey and FY 24 install new irrigation and turf	Civic	FY 22 CIP	125,500	Yes	Park Impact Fees	X		50,000	75,000								
8	R18-81 Downtown Sidewalk Improvements - Phase I	Streets	FY 22 CIP	2,003,314	Yes	MOE Gas Tax Measure T Grant Funding	X		203,314	900,000	900,000							
9	R19-03 Sulphur Creek Erosion Repair	Streets	FY 22 CIP	70,555	Yes	Fund 700 - Flood Control	X	70,555										
10	R19-05 Grayson and South Crane Rehab	Streets	FY 22 CIP	75,000	Yes	Measure T	X		75,000									
11	R19-07 Silverado Trail Guardrail Replacement	Streets	FY 22 CIP	524,860	Yes	HSIP Grant	X	276,810	248,050									
12	R21-02 Crosswalk Improvements on Main Street/Hwy 29 at Pratt Avenue and Elmhurst Avenue	Streets	FY 22 CIP	259,286	Yes	Measure T TDA III Grant	X	259,286										
13	R21-04 Pope Street Crosswalk Improvements at College	Streets	FY 22 CIP	244,405	Yes	Gas Tax NVTA - streets CIP	X	244,405										
14	R22-01 Spring Street Bike Lane Striping	Streets	FY 22 CIP	31,000	Yes	Streets CIP Fund Balance	X	31,000										
15	R22-79 Pavement Restoration FY 22 Design FY 23 Construction	Streets	FY 22 CIP	1,120,000	Yes	Gas Tax Measure T	X	1,120,000										
16	R23-01 Signalization Dowdell Lane and Hwy 29	Streets	FY 23 CIP LMR Development Agreement	200,000	Design Only	Streets CIP Fund Balance 23.3% cost share with LMR ($46,600)	X	200,000										
17	R23-02 "HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak	Streets	FY 23 CIP LMR Development Agreement	200,000	Design Only	Streets CIP Fund Balance 28.8% cost share with LMR ($57,600)	X	200,000										
18	R23-79 Pavement Restoration FY 23 Design FY 24 Construction	Streets	FY 22 CIP	1,176,000	Yes	Measure T	X	126,000	1,050,000									
19	R24-79 Pavement Restoration FY 24 Design FY 25 Construction	Streets	FY 22 CIP	1,234,800	Yes	Measure T	X		132,300	1,102,500								
20	R25-79 Pavement Restoration FY 25 Design FY 26 Construction	Streets	FY 22 CIP	1,296,540	Yes	Measure T	X			138,915	1,157,625							
21	R26-79 Pavement Restoration FY 26 Design FY 27 Construction	Streets	FY 22 CIP	1,372,944	Yes	Measure T	X				145,861	1,227,083						
22	W-109 Bell Canyon Intake Tower Replacement	Water	FY 22 CIP	3,293,227	Yes	Water CIP Fund Balance Rate include debt (have not taken debt out yet) GO Bond updated $4,130,000	X		353,000	3,500,000								
23	W-80 Dwyer Road Booster Pump Station	Water	FY 22 CIP	900,000		County project - City portion of construction is 10%, County has applied for a grant. If not received will need to include in FY 23 Rate Study	X		900,000									
24	W18-113 SCADA Improvements - Rutherford & Holmes	Water	FY 22 CIP	800,000	Yes	Rates include debt (have not taken debt out yet)	X		150,000	400,000	250,000							
25	S-52 WWTP Phase I Upgrades	Sewer	FY 22 CIP	13,402,000		USDA Loan Fund Balance Sewer Impact Fees Interfund Loan GF Loan	X	13,402,000										
26	S23-01 Recycled Water - Deliver Recycled Water to Crane Park's Irrigation (Design only)	Sewer	FY 23 CIP LMR Development Agreement	50,000		Water Impact Fees Wastewater Impact Fees	X	50,000										
27	S21-01 WWTP Recycled Pipeline and Pump Station Provide pump station to distribute recycleds water to the WWTP spray fields and provide recycled water to City customers via mainline construction (design only)	Sewer	FY 22 CIP	33,847			X	33,847										
28	R20-01 Mitchell Drive to Sulphur Creek Storm Drain	Stormwater	FY 22 CIP	190,200	Yes	Measure T/RMRA MOE	X				190,200							

	Description	Type of Improvement	Project Source Document	Estimated Costs 2017/2020/2022 $	100% Funded	Funding Source If Identified	1-5 Years	Year 1	Year 2	Year 3	Year 4	Year 5	6-10 years	11-15 years	16-20 years	21-25 years	26-30 years	
29	R20-02 Mills Lane Strom Drain Project - costs are for design. Remaining balance is cost shared with LMR through TOT	Stormwater	FY 22 CIP	121,384			X	121,384										

	Description	Type of Improvement	Project Source Document	Estimated Costs 2017/2020/2022 $	100% Funded	Funding Source If Identified	1-5 Years	Year 1	Year 2	Year 3	Year 4	Year 5	6-10 years	11-15 years	16-20 years	21-25 years	26-30 years	
CURRENTLY NOT FUNDED - INCLUDED IN THE FY 22/23 RATE STUDY (CURRENT)																		
28	W-86 Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade) (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22 Initial presentation $1 mill	3,044,935		Estimated to be included in next rate study												
29	Rutherford Pipeline Replacemen (Breeze Inactive)	Water	GO Bond Presentation 1/31/22	6,830,000		Estimated to be included in next rate study												
30	Smart Water Meters	Water	GO Bond Presentation 1/31/22	1,970,000		Estimated to be included in next rate study												
31	W21-01 Kearney & Andrea Water Main Replacement (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22	1,100,000		Estimated to be included in next rate study												
32	W-101 Rehabilitate Tank 2 at Lower Reservoir (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22	940,000		Estimated to be included in next rate study												
33	W18-111 WTP Condition Assessment (Breeze - Inactive)	Water	FY 22 CIP	157,500		Estimated to be included in next rate study	X	200,000										
34	S21-01 WWTP Recycled Piepline and Pump Station	Sewer	FY 23 CIP Design Only	unknown		Estimated to be included in next rate study												
35	S23-01 Recycled Water - Crane Park Irrigation Infrastructure	Sewer	FY 23 CIP Design Only LMR Agreement	Est. $1,100/liner foot		Estimated to be included in next rate study												
CURRENTLY NOT FUNDED - PLACE IN 2028 UTILITY RATE STUDY																		
36	Rutherford Pump Station Replacement	Water	GO Bond Presentation 1/31/22	3,700,000		2027 Rate Adjustment							X					
37	New Water Treatment Plant	Water	GO Bond Presentation 1/31/22	8,000,000		2027 Rate Adjustment							X					
38	New Treatment Plant Transmission Main Replacement	Water	GO Bond Presentation 1/31/22	5,070,000		2027 Rate Adjustment							X					
CURRENTLY NOT FUNDED - INCLUDED IN JUNE 2022 GO BOND																		
39	Stormwater Systems Improvements	Stormwater	GO Bond Presentation 1/31/22	9,580,000		GO Bond												
40	Stormwater Systems Rehabilitation and Replacement	Stormwater	GO Bond Presentation 1/31/22	950,000		GO Bond												
41	W20-01 Bell Canyon Spillway Repairs (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22	130,000		GO Bond												
42	W18-118 Water Main Replacement Program (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22	1,440,000		GO Bond												
43	Unfunded CIP Projects including: W-85 Bell House Valve Replacement, W18-120 Bell Canyon Phreatic Surface Monitoring; W-108 Lower Reservoir Rehab (Breeze - Inactive)	Water	GO Bond Presentation 1/31/22	620,000		GO Bond		X		X								
44	Water Distribution Fire Flow Improvements	Water	GO Bond Presentation 1/31/22	1,500,000		GO Bond												
45	S18-70 Sewer Replacement Program	Sewer	GO Bond Presentation 1/31/22	2,070,000		GO Bond												
46	S18-71 Crinella Lift Station Improvements	Sewer	GO Bond Presentation 1/31/22	1,140,000		GO Bond												
47	WWTP Recycled Pipeline and Pump Station	Recycled Water	GO Bond Presentation 1/31/22	1,719,000		GO Bond												
LMR DEVELOPMENT AGREEMENT PROJECTS																		
48	Mills Lane Improvements	Streets	LMR Development Agreement			Cost share with LMR - LMR 41% and City 59% City to reimburse LMR through 50% of TOT from LMR until paid off (other sources may be used such as grant funding)												
49	Storm Drain Improvements - Mills Lane, La Fata Street, Fountain Street, Grayson Ave, Main Street (to Charter Oak Ave), and Vidovich Ave	Stormwater	LMR Development Agreement			Cost share with LMR - LMR 18% and City 82% City to reimburse LMR through 50% of TOT from LMR until paid off (other sources may be used such as grant funding)												
50	Recycled Water Improvements - Mills Lane Convey recycled water piping in the public right of way in Mills Lane extending from Hwy 29 easterly to the easter end of Mills Lane (Recycled Water Pipe)	Recycled Water	LMR Development Agreement			LMR to pay $256,549 - anything above that is to be reimbursed by the City via 50% of TOT from LMR until paid off (other sources may be used such as grant funding)												
51	R23-01 Signalization of Dowdell Lane and Hwy 29	Streets	LMR Development Agreement	1,200,000	FY 23 Design Only	LMR to pay 23.3% of total costs Design FY 23 Construction FY 24		200,000										
52	R23-02 "HAWK" Pedestrian Hybrid Flashing Beacon at Hwy 29 and Charter Oak	Streets	LMR Development Agreement	950,000	FY 23 Design Only	LMR to pay 28.8% of total costs Design FY 23 Construction FY 24		200,000										

	Description	Type of Improvement	Project Source Document	Estimated Costs 2017/2020/2022 $	100% Funded	Funding Source If Identified	1-5 Years	Year 1	Year 2	Year 3	Year 4	Year 5	6-10 years	11-15 years	16-20 years	21-25 years	26-30 years	
CURRENTLY NOT FUNDED																		
53	Demo Building at 1480 Main Street	Civic	PW Staff															
54	PWTM-1 Napa Intertie Transmission Main	Water	2020 Utility Master Plan	5,722,000			X											
55	PWTM-2 WTP Transmission Main	Water	2020 Utility Master Plan	7,906,000			X											
56	PWFF-1 Zinfandel Ln Fireflow Improvement	Water	2020 Utility Master Plan	148,000									X					
57	PWFF-2 Inglewood Ave Fireflow Improvement	Water	2020 Utility Master Plan	56,000									X					
58	PWFF-3 Vintage Ave Loop	Water	2020 Utility Master Plan	20,000									X					
59	PWFF-4 El Bonita Ave Fireflow	Water	2020 Utility Master Plan	51,000									X					
60	PWFF-5 Charter Oak Fireflow	Water	2020 Utility Master Plan	78,000									X					
61	PWFF-6 Crane Fireflow	Water	2020 Utility Master Plan	141,000									X					
62	PWFF-7 Spring Street Fireflow	Water	2020 Utility Master Plan	265,000									X					
63	PWFF-8 Pine St Fireflow	Water	2020 Utility Master Plan	66,000									X					
64	PWFF-9 Fulton Ln Fireflow	Water	2020 Utility Master Plan	85,000									X					
65	PWFF-10 6" Hydrant Lateral Upgrade	Water	2020 Utility Master Plan	12,000									X					
66	PWFF-11 4" Hydrant Lateral Upgrades	Water	2020 Utility Master Plan	15,000									X					
67	PWRR-1 Future Allowance for Pipeline R/R	Water	2020 Utility Master Plan	6,749,000									X	X	X			
68	WWGM-1 Madrona Ave	Sewer	2020 Utility Master Plan	201,000			X											
69	WWGM-2 Railraod Ave	Sewer	2020 Utility Master Plan	512,000									X					
70	WWGM-3 Valley View Street	Sewer	2020 Utility Master Plan	244,000									X					
71	WWGM-4 Mitchell Drive	Sewer	2020 Utility Master Plan	245,000									X					
72	WWGM-5 Mitchell Drive & Main Street	Sewer	2020 Utility Master Plan	255,000									X					
73	WWGM-6 Del Campo Curt	Sewer	2020 Utility Master Plan	608,000			X											
74	WWGM-7 Signorelli Circle	Sewer	2020 Utility Master Plan	923,000			X											
75	WWGM-8 Adams Street	Sewer	2020 Utility Master Plan	206,000									X					
76	WWGM-9 Pope Street	Sewer	2020 Utility Master Plan	235,000			X											
77	WWGM-10 Birch Avenue	Sewer	2020 Utility Master Plan	386,000									X					
78	WWGM-11 Main Street	Sewer	2020 Utility Master Plan	88,000									X					
79	WWGM-12 Spring Street	Sewer	2020 Utility Master Plan	53,000									X					
80	WWRR-1 CCTV Inspection Program, Phase 1	Sewer	2020 Utility Master Plan	222,000			X											
81	WWRR-2 Flow Monitoring Program	Sewer	2020 Utility Master Plan	60,000			X											
82	WWRR-3 Hight Priority Pipeline Replacement	Sewer	2020 Utility Master Plan	2,679,000			X											
83	WWRR-4 Model Update and System Analysis	Sewer	2020 Utility Master Plan	50,000			X											
84	WWRR-5 CCTV Inspection, Phase 2	Sewer	2020 Utility Master Plan	657,000									X					
85	WWRR-6 Address R/R Needs from Phase I CCTV Program	Sewer	2020 Utility Master Plan	3,570,000									X					
86	SD-1A Oak Ave	Stormwater	2020 Utility Master Plan	1,154,000			X											
87	SD-1B Oak Ave	Stormwater	2020 Utility Master Plan	756,000			X											
88	SD-1C Tainter St	Stormwater	2020 Utility Master Plan	109,000			X											
89	SD-1D Kearney St	Stormwater	2020 Utility Master Plan	133,000			X											
90	SD-1E Adams Street	Stormwater	2020 Utility Master Plan	139,000			X											
91	SD-2A Main Street	Stormwater	2020 Utility Master Plan	211,000			X											
92	SD-2B Main Street	Stormwater	2020 Utility Master Plan	469,000			X											
93	SD-2C Spring St	Stormwater	2020 Utility Master Plan	40,000			X											
94	SD-2D Hunt Ave	Stormwater	2020 Utility Master Plan	56,000			X											
95	SD-2E Money Way	Stormwater	2020 Utility Master Plan	43,000			X											
96	SD-3A Pope Street	Stormwater	2020 Utility Master Plan	121,000											X			
97	SD-3B Pope Street	Stormwater	2020 Utility Master Plan	230,000											X			
98	SD-4 Spring Mountain SD	Stormwater	2020 Utility Master Plan	98,000											X			
99	SD-5A Mills Ln	Stormwater	2020 Utility Master Plan	1,049,000									X					
100	SD-5B Mills Ln	Stormwater	2020 Utility Master Plan	1,434,000									X					
101	SD-5C Mills Ln	Stormwater	2020 Utility Master Plan	1,787,000									X					
102	SD-5D Mills Ln Lateral	Stormwater	2020 Utility Master Plan	206,000									X					
103	SD-5E Mills Ln Lateral	Stormwater	2020 Utility Master Plan	209,000									X					
104	SD-5F Mills Ln/Main	Stormwater	2020 Utility Master Plan	98,000									X					
105	SD-6A Crane/Sulphur Springs	Stormwater	2020 Utility Master Plan	1,701,000										X				
106	SD-6B Main St/Vintage	Stormwater	2020 Utility Master Plan	787,000										X				
107	SD-7A Church	Stormwater	2020 Utility Master Plan	156,000										X				
108	SD-7B Railroad Ave	Stormwater	2020 Utility Master Plan	186,000										X				
109	SD-8 Allison Ave	Stormwater	2020 Utility Master Plan	191,000											X			
110	SD-9 Elmhurst Ave	Stormwater	2020 Utility Master Plan	126,000											X			
111	SD-10 Madrona Ave	Stormwater	2020 Utility Master Plan	93,000											X			
112	SD-11 Spring St	Stormwater	2020 Utility Master Plan	133,000											X			
113	SD-12 Crane Ave	Stormwater	2020 Utility Master Plan	126,000											X			
114	SDRR-1 Storm Drain Rehabilitation and Replacement	Stormwater	2020 Utility Master Plan	7,427,000			X						X	X	X			
115	Carnegie Building - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	891,145			X	88,013	12,937	6,497	16,742	45,486	X	X	X			
116	Fire Station - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	3,073,679			X	54,008	289,335	163,819	-	506,729	X	X	X			
117	1572 Railroad Avenue - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	617,997			X	245,571	35,195	27,620	28,611	65,091	X	X	X			
118	Head Start Building - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	593,725			X	114,399	129,515	-	-	16,432	X	X	X			

	Description	Type of Improvement	Project Source Document	Estimated Costs 2017/2020/2022 $	100% Funded	Funding Source If Identified	1-5 Years	Year 1	Year 2	Year 3	Year 4	Year 5	6-10 years	11-15 years	16-20 years	21-25 years	26-30 years	
119	Lyman Park - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	385,946			X	82,142	36,053	-	373	126,376	X	X	X			
120	Public Works Corporation Yard - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	892,997			X	230,314	13,551	38,795	1,449	33,726	X	X	X			
121	Scout Hall - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	378,998			X	238,206	13,473	44,297	-	18,984	X	X	X			
122	Signorelli Barn - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	142,823			X	96,020	-	-	-	46,803	X	X	X			
123	Library - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	1,798,794			X	199,842	-	121,853	77,457	270,834	X	X	X			
124	Teen Center - 20 year costs	Civic Maint	2017 Facilities Needs Assessment	466,175			X	49,279	8,007	25,268	-	24,360	X	X	X			
125	New City Hall	Civic																
126	R18-81 Downtown Sidewalk Improvements - Phase II	Streets	FY 22 CIP	-		Potential funding sources: MOE Gas Tax Measure T Grant Funding							X					
127	R18-81 Downtown Sidewalk Improvements - Phase III	Streets	FY 22 CIP	-		Potential funding sources: MOE Gas Tax Measure T Grant Funding							X					
128	Pope Street Bridge Replacement and Preservation	Streets											X					
129	Pratt Avenue Bridge Renovation	Streets											X					
				144,310,595														

CITY OF ST. HELENA

RESOLUTION NO. 2022-

ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022-23 TO 2026-27

RECITALS

A. The City of St Helena has prepared a Five-Year Capital Improvement Program (CIP) which sets forth a funding strategy for proposed capital projects; and

B. The CIP is a planning tool that identifies anticipated capital improvements for Fiscal Years 2022-23 to 2026-27; and

C. The CIP also identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement projects; and

D. The expenditures shown for the first year of the CIP comprise the Capital Budget starting in Fiscal Year 2022-23. Subsequent years are also included in the CIP, although these “future years” are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections; and

E. The CIP is anticipated to be updated annually, as a whole, and amendments can be considered by the City Council at any time; and

F. City Council of the City of St Helena has designated the City Planning Commission as the planning agency for the City of St Helena; and

G. State Law requires that designated planning agencies review their agency’s capital improvement plan to ensure compliance with the adopted General Plan; and

H. On May 3, 2022, the Planning Commission, during a regularly scheduled meeting, considered the projects and programs for Fiscal Year 2022-23 in the City's Capital Improvement Program and their conformity to the adopted City General Plan; and

I. A majority of the fiscal impact to the CIP have been transferred in prior years and any additional funds have been identified in the proposed operating budget for Fiscal Year 2022-23

RESOLUTION

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

1. The Five-Year Capital Improvement Program for Fiscal Years 2022-23 to 2026-27 is hereby adopted.

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau:_____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED: ATTEST:

_____ _____

Geoff Ellsworth, Mayor Cindy Tzafopoulous, City Clerk

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Fiscal Year (FY) 2021-22 3rd Quarter Finance Report**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter.

Staff has prepared the following for Council:

1. First quarter (Q1) staff report for Fiscal Year (FY) 2021-22. This report is a summary of transactions from January 1, 2022 through March 31, 2022.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q3 FY 2021-22.
3. FY 2021-22 Q3 list of checks over $50,000 (Attachment 1)
4. FY 2021-22 Q3 balance of all funds (Attachment 2)

DISCUSSION

Information presented below reflects transactions posted through March 31, 2022. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

General Fund

General Fund revenue received to date for FY 2021-22 is $12,298,443 – 74% of General Fund revenue has been collected. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents, and
11. Miscellaneous.

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT, of which 70% have been collected. While the 70% collected for FY 2021-22 may seem slightly low, this figure is normal due to timing of property tax and sales tax payments. Attachment 3 provides details on each of the revenue categories. Revenues for Q3 include a non-budgeted revenue received for Excess ERAF of $496,468 and Emergency Relief of $1,147,456.

General Fund expenditures are $10,926,693 for Q3 which is 70% of the adopted budget. Spending for FY 2021-22 is on target with overall projections. The Fire Department is higher than anticipated due to expenses incurred from strike team salaries. City Council expenses are low at the end of Q3 due to reimbursement requests not yet received for the Non-Profit grant program and low attorney costs are due to the timing of invoices. Attachment 4 provides a summary of expenditures by Department for FY 2021-22 Q3.

Water Enterprise Funds

Water Enterprise revenue billed to date is $6,625,397, or 107% of the estimated total revenues for FY 2021-22 through March 31, 2022. Revenues are higher than anticipated due to penalties charged in July, August, September, October, and November as a result of the Phase II water emergency, which was not included in the estimated revenues. The penalty charges total $2,863,309; however, adjustments continue to be made for customers who qualify for a penalty waiver due to a water leak incurred. If the amount charged for penalties is removed, the total revenue is $3,762,088 or 61%. Revenues are trending lower for FY 2021-22 than for FY 2020-21 which was $4,576,880 or 67% on March 31, 2021. The decline can be attributed to water conservation measures. Attachment 5 provides details of Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Water expenditures are $4,958,930 for Q3 FY 2021-22. Overall Water Fund spending is at 70% for the Fiscal Year and is on target. Attachment 6 provides a summary of spending by Department for FY 2021-22 Q3.

Wastewater Enterprise Funds

Wastewater Enterprise revenue billed to date is $2,124,022 or 63% of the estimated total revenues for FY 2021-22. Revenues are slightly lower than anticipated, which is also attributed to water conservation which impacts the sewer commodity revenues. The previous FY 2020-21 Q3 revenues were at 67% for the same time period. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-3870-0000 CARES Subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Wastewater expenses are $1,700,627 for Q3 FY 2021-22. Overall Wastewater Fund spending is at 63% for the Fiscal Year and is on target. The low attorney costs are due to the timing of invoices. Attachment 8 provides a summary of spending by Department for FY 2021-22 Q1.

Water and Wastewater Funds - Aging Report

Although this section is not part of the regular quarterly report, staff feels the aging report for the utility systems is important to review due to the impacts of the COVID-19 emergency and Phase II Water Emergency. Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed the revenues are recorded in the financial software system. Staff has seen an increase in the number of past due accounts. It is believed to be due to the ongoing financial hardships created by COVID-19 and penalties assessed during the Phase II Water Emergency.

At the start of the pandemic, City Council approved Resolution 2020-24 which waived all penalties and interest on amounts due for utility service and ceased termination of water service for delinquent bills for the duration of the local emergency and for 30 days following the City Council's termination of the emergency. In addition, several customers have submitted appeals for penalties that were assessed to their account for overuse of water during Phase II, which are not eligible to be waived under the penalty leak appeal policy. Staff will be bringing forth a staff report at a near-future meeting to discuss reinstating collection of past due amounts and policy considerations for collection of unpaid water penalties.

Table 1 provides a summary of the past due amounts compared to the same time the previous year.

Table

Year	30-60 days	60-90 days	90-120 days	Over 120 days
3/31/20	$5,006	$14,085	$9,994	$97,446
3/31/21	$1,048	$81,971	$2,543	$236,351
3/31/22	$2,094	*$271,796	*$823,878	*$1,909,057

**Amount includes penalties assessed as part of the water emergency.*

All Funds

Attachment 2 provides a summary of the balance of all funds.

St. Helena CARES Low Income Subsidy
The St. Helena CARES subsidy program currently has 116 participants. The subsidy for FY 2021-22 Q3 is $14,646.60. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2021-22 budget.

Leak Adjustment Subsidy
No leak adjustment subsidies were processed during Q3 FY 2021-22, however there were several leak appeals that were approved by the Water Advisory Board that will be included in the Q4 report. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2021-22 budget.

FY 2021-22 Q3 Checks over $50,000
Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all checks over $50,000.

FISCAL IMPACT
There is no fiscal impact associated with this report.

RECOMMENDED ACTION
Staff recommends the City Council receive and file the Q3 FY 2021-22 financial report.

ATTACHMENTS
Attachment 1 - Checks by Date
Attachment 2 - Estimated Cash Balances at 03.31.21
Attachment 3 - General Fund Revenue Worksheet Historical by Type Q3 Updated
Attachment 4 - Q3 General Fund Expenses
Attachment 5 - Q3 Water Revenues
Attachment 6 - Q3 Water Expenditures
Attachment 7 - Q3 Wastewater Revenues
Attachment 8 - Q3 Wastewater Expenditures

ATTACHMENT 1

Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
Printed: 6/3/2022 8:56 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
114118	OTS	Operational Technical Services	01/07/2022	188,122.52
114145	REMIF	REMIF	01/07/2022	55,843.36
114202	TELSTAR	Telstar Instruments	01/07/2022	56,395.00
			Total for 1/7/2022:	300,360.88
114232	HALLVINE	Hall Vineland, LLC	01/12/2022	450,000.00
			Total for 1/12/2022:	450,000.00
114552	NAP05	Westamerica Bank	01/14/2022	72,877.02
			Total for 1/14/2022:	72,877.02
114301	COASTLAN	Coastland	01/26/2022	53,789.07
			Total for 1/26/2022:	53,789.07
114339	REMIF	REMIF	02/02/2022	55,958.76
			Total for 2/2/2022:	55,958.76
114358	REMIF	REMIF	02/03/2022	204,770.17
			Total for 2/3/2022:	204,770.17
114419	REMIF	REMIF	02/23/2022	87,005.00
114504	BKF	BKF	02/23/2022	57,335.11
			Total for 2/23/2022:	144,340.11
114539	GONNEV	Gonneville Inc	02/24/2022	166,267.24
			Total for 2/24/2022:	166,267.24
114958	NAP05	Westamerica Bank	02/25/2022	88,497.50
			Total for 2/25/2022:	88,497.50
114553	OTS	Operational Technical Services	03/01/2022	193,255.17
114560	BBKLAW	Best Best & Krieger, Attorneys at Law	03/01/2022	52,706.58
114566	CHASE	Chase	03/01/2022	60,705.75
114576	PGE	P G & E	03/01/2022	52,031.50
			Total for 3/1/2022:	358,699.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
114694	OTS	Operational Technical Services	03/07/2022	102,964.49
114706	HYDROSCI	HydroScience Engineers	03/07/2022	65,759.26
114754	NAP05	Westamerica Bank	03/07/2022	75,080.68
114757	NAP05	Westamerica Bank	03/07/2022	75,280.64
			Total for 3/7/2022:	319,085.07
114865	NAP07	Napa County Auditor-Controller's Office	03/24/2022	57,927.53
114956	NAP05	Westamerica Bank	03/24/2022	72,836.20
			Total for 3/24/2022:	130,763.73
114975	REMIF	REMIF	03/30/2022	54,637.32
114976	REMIF	REMIF	03/30/2022	54,845.72
114980	THOMPBUI	Thompson Builders Corporation	03/30/2022	594,700.00
114988	NAP05	Westamerica Bank	03/30/2022	74,084.08
			Total for 3/30/2022:	778,267.12
			Report Total (26 checks):	3,123,675.67

General Ledger

Summary Trial Balance

User: Mandy
Printed: 06/03/2022 - 2:30PM
Period: 01 to 09, 2022

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 101	General Fund					
ASSETS						
Dept 10	Cash					
101-10-15-00-00	Clearing House	0.00	8,724,232.60	16,186,887.15	13,146,949.53	11,764,170.22
	ASSETS Totals:	0.00	8,724,232.60	16,186,887.15	13,146,949.53	11,764,170.22
	Fund 101 Totals:	0.00	8,724,232.60	16,186,887.15	13,146,949.53	11,764,170.22
Fund 209	HOME Grant					
ASSETS						
Dept 10	Cash					
209-10-15-00-00	Clearing House	0.00	11,146.99	30,025.00	8,843.00	32,328.99
	ASSETS Totals:	0.00	11,146.99	30,025.00	8,843.00	32,328.99
	Fund 209 Totals:	0.00	11,146.99	30,025.00	8,843.00	32,328.99
Fund 210	Community Dev Block Grant					
ASSETS						
Dept 10	Cash					
210-10-15-00-00	Clearing House	0.00	0.00	0.00	9,661.07	-9,661.07
	ASSETS Totals:	0.00	0.00	0.00	9,661.07	-9,661.07
	Fund 210 Totals:	0.00	0.00	0.00	9,661.07	-9,661.07
Fund 211	EPA Grant					
ASSETS						
Dept 10						
211-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 211 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 212	Department of Homeland Secur					
ASSETS						
Dept 10	Cash					
212-10-15-00-00	Clearing House	0.00	326.71	0.00	0.00	326.71
	ASSETS Totals:	0.00	326.71	0.00	0.00	326.71
	Fund 212 Totals:	0.00	326.71	0.00	0.00	326.71
Fund 213	GVS Grant					
ASSETS						
Dept 10						
213-10-15-00-00	Clearing House	0.00	274.50	0.00	0.00	274.50
	ASSETS Totals:	0.00	274.50	0.00	0.00	274.50
	Fund 213 Totals:	0.00	274.50	0.00	0.00	274.50
Fund 216	Public Safety Impact					
ASSETS						
Dept 10	Cash					
216-10-15-00-00	Clearing House	0.00	534,968.38	11,967.78	767.84	546,168.32
	ASSETS Totals:	0.00	534,968.38	11,967.78	767.84	546,168.32
	Fund 216 Totals:	0.00	534,968.38	11,967.78	767.84	546,168.32
Fund 218	Public Library Foundation					
ASSETS						
Dept 10	Cash					
218-10-15-00-00	Clearing House	0.00	1,305.11	0.00	0.00	1,305.11
	ASSETS Totals:	0.00	1,305.11	0.00	0.00	1,305.11
	Fund 218 Totals:	0.00	1,305.11	0.00	0.00	1,305.11
Fund 219	CLSA State Library Grant					

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
ASSETS						
Dept 10	Cash					
219-10-15-00-00	Clearing House	0.00	2,101.75	0.00	230.16	1,871.59
	ASSETS Totals:	0.00	2,101.75	0.00	230.16	1,871.59
	Fund 219 Totals:	0.00	2,101.75	0.00	230.16	1,871.59
Fund 222	Park Bond Act					
ASSETS						
Dept 10	Cash					
222-10-15-00-00	Clearing House	0.00	221.66	0.00	0.00	221.66
	ASSETS Totals:	0.00	221.66	0.00	0.00	221.66
	Fund 222 Totals:	0.00	221.66	0.00	0.00	221.66
Fund 223	Skate Park Lighting Fund					
ASSETS						
Dept 10	Cash					
223-10-15-00-00	Clearing House	0.00	0.60	0.00	0.00	0.60
	ASSETS Totals:	0.00	0.60	0.00	0.00	0.60
	Fund 223 Totals:	0.00	0.60	0.00	0.00	0.60
Fund 224	Public Safety (COPS)					
ASSETS						
Dept 10	Cash					
224-10-15-00-00	Clearing House	0.00	231,961.01	125,691.03	84,662.04	272,990.00
	ASSETS Totals:	0.00	231,961.01	125,691.03	84,662.04	272,990.00
	Fund 224 Totals:	0.00	231,961.01	125,691.03	84,662.04	272,990.00
Fund 225	State Gas Tax 2105					
ASSETS						
Dept 10	Cash					
225-10-15-00-00	Clearing House	0.00	19,293.78	23,013.84	0.00	42,307.62

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	19,293.78	23,013.84	0.00	42,307.62
	Fund 225 Totals:	0.00	19,293.78	23,013.84	0.00	42,307.62
Fund 226	State Gas Tax 2106					
ASSETS						
Dept 10	Cash					
226-10-15-00-00	Clearing House	0.00	19,024.49	13,790.15	0.00	32,814.64
	ASSETS Totals:	0.00	19,024.49	13,790.15	0.00	32,814.64
	Fund 226 Totals:	0.00	19,024.49	13,790.15	0.00	32,814.64
Fund 227	State Gas Tax 2107					
ASSETS						
Dept 10	Cash					
227-10-15-00-00	Clearing House	0.00	32,667.12	25,491.40	10,933.30	47,225.22
	ASSETS Totals:	0.00	32,667.12	25,491.40	10,933.30	47,225.22
	Fund 227 Totals:	0.00	32,667.12	25,491.40	10,933.30	47,225.22
Fund 228	State Gas Tax 21075					
ASSETS						
Dept 10	Cash					
228-10-15-00-00	Clearing House	0.00	8,568.59	2,000.00	0.00	10,568.59
	ASSETS Totals:	0.00	8,568.59	2,000.00	0.00	10,568.59
	Fund 228 Totals:	0.00	8,568.59	2,000.00	0.00	10,568.59
Fund 229	State Gas Tax 2103					
ASSETS						
Dept 10	Cash					
229-10-15-00-00	Clearing House	0.00	101,146.87	33,981.70	0.00	135,128.57
	ASSETS Totals:	0.00	101,146.87	33,981.70	0.00	135,128.57
	Fund 229 Totals:	0.00	101,146.87	33,981.70	0.00	135,128.57
Fund 230	RMRA					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
230-10-15-00-00	Clearing House	0.00	111,337.58	90,805.61	0.00	202,143.19
	ASSETS Totals:	0.00	111,337.58	90,805.61	0.00	202,143.19
	Fund 230 Totals:	0.00	111,337.58	90,805.61	0.00	202,143.19
Fund 235	Measure A					
ASSETS						
Dept 10	Cash					
235-10-15-00-00	Clearing House	0.00	79,906.34	5,025.39	7,071.09	77,860.64
	ASSETS Totals:	0.00	79,906.34	5,025.39	7,071.09	77,860.64
	Fund 235 Totals:	0.00	79,906.34	5,025.39	7,071.09	77,860.64
Fund 237	Emergency Flood Relief					
ASSETS						
Dept 10	Cash					
237-10-15-00-00	Clearing House	0.00	173,536.63	0.00	0.00	173,536.63
	ASSETS Totals:	0.00	173,536.63	0.00	0.00	173,536.63
	Fund 237 Totals:	0.00	173,536.63	0.00	0.00	173,536.63
Fund 238	Training Development Fund					
ASSETS						
Dept 10	Cash					
238-10-15-00-00	Clearing House	0.00	26,369.34	3,197.84	6,854.40	22,712.78
	ASSETS Totals:	0.00	26,369.34	3,197.84	6,854.40	22,712.78
	Fund 238 Totals:	0.00	26,369.34	3,197.84	6,854.40	22,712.78
Fund 240	Measure T					
ASSETS						
Dept 10	Cash					
240-10-15-00-00	Clearing House	0.00	1,713,229.70	1,004,828.15	0.00	2,718,057.85
	ASSETS Totals:	0.00	1,713,229.70	1,004,828.15	0.00	2,718,057.85

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 240 Totals:	0.00	1,713,229.70	1,004,828.15	0.00	2,718,057.85
Fund 241	Measure T - Class I Trails					
ASSETS						
Dept 10	Cash					
241-10-15-00-00	Clearing House	0.00	199,936.80	85,000.00	0.00	284,936.80
	ASSETS Totals:	0.00	199,936.80	85,000.00	0.00	284,936.80
	Fund 241 Totals:	0.00	199,936.80	85,000.00	0.00	284,936.80
Fund 277	Prop 56 Grant					
ASSETS						
Dept 10	Cash					
277-10-15-00-00	Clearing House	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
	ASSETS Totals:	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
	Fund 277 Totals:	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
Fund 278	BSCC Grant					
ASSETS						
Dept 10						
278-10-15-00-00	Clearing House	0.00	2,577.35	0.00	0.00	2,577.35
	ASSETS Totals:	0.00	2,577.35	0.00	0.00	2,577.35
	Fund 278 Totals:	0.00	2,577.35	0.00	0.00	2,577.35
Fund 279	Asset Forfeit					
ASSETS						
Dept 10	Cash					
279-10-15-00-00	Clearing House	0.00	55,006.74	5.69	4,944.02	50,068.41
	ASSETS Totals:	0.00	55,006.74	5.69	4,944.02	50,068.41
	Fund 279 Totals:	0.00	55,006.74	5.69	4,944.02	50,068.41
Fund 280	Teen Center Recreation Dept					
ASSETS						
Dept 10	Cash					
280-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 280 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 283	Tree City USA					
ASSETS						
Dept 10	Cash					
283-10-15-00-00	Clearing House	0.00	131,666.36	0.00	0.00	131,666.36
	ASSETS Totals:	0.00	131,666.36	0.00	0.00	131,666.36
	Fund 283 Totals:	0.00	131,666.36	0.00	0.00	131,666.36
Fund 286	Bocce Ball					
ASSETS						
Dept 10	Cash					
286-10-15-00-00	Clearing House	0.00	50,655.65	7,327.63	18,451.01	39,532.27
	ASSETS Totals:	0.00	50,655.65	7,327.63	18,451.01	39,532.27
	Fund 286 Totals:	0.00	50,655.65	7,327.63	18,451.01	39,532.27
Fund 287	Harvest Festival					
ASSETS						
Dept 10	Cash					
287-10-15-00-00	Clearing House	0.00	12,769.34	8,768.31	10,723.68	10,813.97
	ASSETS Totals:	0.00	12,769.34	8,768.31	10,723.68	10,813.97
	Fund 287 Totals:	0.00	12,769.34	8,768.31	10,723.68	10,813.97
Fund 288	Fourth of July					
ASSETS						
Dept 10	Cash					
288-10-15-00-00	Clearing House	0.00	3,619.24	20,000.00	417.15	23,202.09
	ASSETS Totals:	0.00	3,619.24	20,000.00	417.15	23,202.09
	Fund 288 Totals:	0.00	3,619.24	20,000.00	417.15	23,202.09

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 289	Recreation Program					
ASSETS						
Dept 10	Cash					
289-10-15-00-00	Clearing House	0.00	38,385.01	0.00	2,335.27	36,049.74
	ASSETS Totals:	0.00	38,385.01	0.00	2,335.27	36,049.74
	Fund 289 Totals:	0.00	38,385.01	0.00	2,335.27	36,049.74
Fund 290	Tourism Improvement District					
ASSETS						
Dept 10	Cash					
290-10-15-00-00	Clearing House	0.00	48,431.54	499,518.11	501,658.05	46,291.60
	ASSETS Totals:	0.00	48,431.54	499,518.11	501,658.05	46,291.60
	Fund 290 Totals:	0.00	48,431.54	499,518.11	501,658.05	46,291.60
Fund 291	SB-1186 State Fees					
ASSETS						
Dept 10	Cash					
291-10-15-00-00	Clearing House	0.00	19,860.84	3,260.45	225.40	22,895.89
	ASSETS Totals:	0.00	19,860.84	3,260.45	225.40	22,895.89
	Fund 291 Totals:	0.00	19,860.84	3,260.45	225.40	22,895.89
Fund 295	N.O.A.A.					
ASSETS						
Dept 10	Cash					
295-10-15-00-00	Clearing House	0.00	2,697.96	0.00	0.00	2,697.96
	ASSETS Totals:	0.00	2,697.96	0.00	0.00	2,697.96
	Fund 295 Totals:	0.00	2,697.96	0.00	0.00	2,697.96
Fund 329	Stabo Trust					
ASSETS						
Dept 10	Cash					
329-10-15-00-00	Clearing House	0.00	37,154.84	0.00	0.00	37,154.84

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	37,154.84	0.00	0.00	37,154.84
	Fund 329 Totals:	0.00	37,154.84	0.00	0.00	37,154.84
Fund 375	Murray Ex Trust					
ASSETS						
Dept 10	Cash					
375-10-15-00-00	Clearing House	0.00	16,160.56	1,312.50	0.00	17,473.06
	ASSETS Totals:	0.00	16,160.56	1,312.50	0.00	17,473.06
	Fund 375 Totals:	0.00	16,160.56	1,312.50	0.00	17,473.06
Fund 380	Friends and Foundation					
ASSETS						
Dept 10	Cash					
380-10-15-00-00	Clearing House	0.00	45,347.27	108,804.80	94,263.81	59,888.26
	ASSETS Totals:	0.00	45,347.27	108,804.80	94,263.81	59,888.26
	Fund 380 Totals:	0.00	45,347.27	108,804.80	94,263.81	59,888.26
Fund 381	Ryan Library Trust					
ASSETS						
Dept 10	Cash					
381-10-15-00-00	Clearing House	0.00	-3,676.72	121.06	0.00	-3,555.66
	ASSETS Totals:	0.00	-3,676.72	121.06	0.00	-3,555.66
	Fund 381 Totals:	0.00	-3,676.72	121.06	0.00	-3,555.66
Fund 382	Martin Estate Trust					
ASSETS						
Dept 10	Cash					
382-10-15-00-00	Clearing House	0.00	4,427.26	111.37	650.00	3,888.63
	ASSETS Totals:	0.00	4,427.26	111.37	650.00	3,888.63
	Fund 382 Totals:	0.00	4,427.26	111.37	650.00	3,888.63
Fund 384	Tweed Trust					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
384-10-15-00-00	Clearing House	0.00	748,046.43	56,212.83	27,438.17	776,821.09
	ASSETS Totals:	0.00	748,046.43	56,212.83	27,438.17	776,821.09
	Fund 384 Totals:	0.00	748,046.43	56,212.83	27,438.17	776,821.09
Fund 420	1996 GO Bonds					
ASSETS						
Dept 10	Cash					
420-10-15-00-00	Clearing House	0.00	12,360.78	0.00	0.00	12,360.78
	ASSETS Totals:	0.00	12,360.78	0.00	0.00	12,360.78
	Fund 420 Totals:	0.00	12,360.78	0.00	0.00	12,360.78
Fund 443	So St Helena Drainage Assessmt					
ASSETS						
Dept 10	Cash					
443-10-15-00-00	Clearing House	0.00	29,982.95	0.00	0.00	29,982.95
	ASSETS Totals:	0.00	29,982.95	0.00	0.00	29,982.95
	Fund 443 Totals:	0.00	29,982.95	0.00	0.00	29,982.95
Fund 561	Water Enterprise					
ASSETS						
Dept 10	Cash					
561-10-15-00-00	Clearing House	0.00	8,807,016.47	5,818,513.01	5,871,817.73	8,753,711.75
	ASSETS Totals:	0.00	8,807,016.47	5,818,513.01	5,871,817.73	8,753,711.75
	Fund 561 Totals:	0.00	8,807,016.47	5,818,513.01	5,871,817.73	8,753,711.75
Fund 562	1977 Water Bond					
ASSETS						
Dept 10	Cash					
562-10-15-00-00	Clearing House	0.00	60,229.55	0.00	0.00	60,229.55
	ASSETS Totals:	0.00	60,229.55	0.00	0.00	60,229.55

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 562 Totals:	0.00	60,229.55	0.00	0.00	60,229.55
Fund 571	Sewer Enterprise					
ASSETS						
Dept 10	Cash					
571-10-15-00-00	Clearing House	0.00	3,612,052.83	2,099,400.13	1,901,478.88	3,809,974.08
	ASSETS Totals:	0.00	3,612,052.83	2,099,400.13	1,901,478.88	3,809,974.08
	Fund 571 Totals:	0.00	3,612,052.83	2,099,400.13	1,901,478.88	3,809,974.08
Fund 572	Wastewater Bond					
ASSETS						
Dept 10	Cash					
572-10-15-00-00	Clearing House	0.00	25,418.37	0.00	0.00	25,418.37
	ASSETS Totals:	0.00	25,418.37	0.00	0.00	25,418.37
	Fund 572 Totals:	0.00	25,418.37	0.00	0.00	25,418.37
Fund 581	Insurance Benefit Fund					
ASSETS						
Dept 10	Cash					
581-10-15-00-00	Clearing House	0.00	118,182.79	17,507.24	44,263.72	91,426.31
	ASSETS Totals:	0.00	118,182.79	17,507.24	44,263.72	91,426.31
	Fund 581 Totals:	0.00	118,182.79	17,507.24	44,263.72	91,426.31
Fund 582	Internal Service Garage Fund					
ASSETS						
Dept 10	Cash					
582-10-15-00-00	Clearing House	0.00	-57,607.96	306,500.00	194,601.17	54,290.87
	ASSETS Totals:	0.00	-57,607.96	306,500.00	194,601.17	54,290.87
	Fund 582 Totals:	0.00	-57,607.96	306,500.00	194,601.17	54,290.87
Fund 592	Equipment Replacement Fund					
ASSETS						
Dept 10	Cash					
592-10-15-00-00	Clearing House	0.00	225,965.48	50,000.00	3,327.00	272,638.48

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	225,965.48	50,000.00	3,327.00	272,638.48
	Fund 592 Totals:	0.00	225,965.48	50,000.00	3,327.00	272,638.48
Fund 593	Fire Equipment Replacement					
ASSETS						
Dept 10	Cash					
593-10-15-00-00	Clearing House	0.00	599,453.74	360,895.24	811,910.64	148,438.34
	ASSETS Totals:	0.00	599,453.74	360,895.24	811,910.64	148,438.34
	Fund 593 Totals:	0.00	599,453.74	360,895.24	811,910.64	148,438.34
Fund 700	Flood Control Capital					
ASSETS						
Dept 10						
700-10-15-00-00	Clearing House	0.00	119,444.95	100,000.00	12,051.75	207,393.20
	ASSETS Totals:	0.00	119,444.95	100,000.00	12,051.75	207,393.20
	Fund 700 Totals:	0.00	119,444.95	100,000.00	12,051.75	207,393.20
Fund 713	Civic Impact					
ASSETS						
Dept 10	Cash					
713-10-15-00-00	Clearing House	0.00	733,323.24	20,074.26	2,180.42	751,217.08
	ASSETS Totals:	0.00	733,323.24	20,074.26	2,180.42	751,217.08
	Fund 713 Totals:	0.00	733,323.24	20,074.26	2,180.42	751,217.08
Fund 733	Capital Project Planning					
ASSETS						
Dept 10	Cash					
733-10-15-00-00	Clearing House	0.00	387,409.59	525,068.40	602,629.90	309,848.09
	ASSETS Totals:	0.00	387,409.59	525,068.40	602,629.90	309,848.09
	Fund 733 Totals:	0.00	387,409.59	525,068.40	602,629.90	309,848.09

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 734	Park Impact					
ASSETS						
Dept 10	Cash					
734-10-15-00-00	Clearing House	0.00	987,541.42	64,621.07	0.00	1,052,162.49
	ASSETS Totals:	0.00	987,541.42	64,621.07	0.00	1,052,162.49
	Fund 734 Totals:	0.00	987,541.42	64,621.07	0.00	1,052,162.49
Fund 740	Traffic Mitigation Impact					
ASSETS						
Dept 10	Cash					
740-10-15-00-00	Clearing House	0.00	2,719,289.92	24,015.01	767.83	2,742,537.10
	ASSETS Totals:	0.00	2,719,289.92	24,015.01	767.83	2,742,537.10
	Fund 740 Totals:	0.00	2,719,289.92	24,015.01	767.83	2,742,537.10
Fund 741	Street Capital Improvement					
ASSETS						
Dept 10	Cash					
741-10-15-00-00	Clearing House	0.00	543,775.61	432,210.76	1,130,643.37	-154,657.00
	ASSETS Totals:	0.00	543,775.61	432,210.76	1,130,643.37	-154,657.00
	Fund 741 Totals:	0.00	543,775.61	432,210.76	1,130,643.37	-154,657.00
Fund 742	Storm Drain Improvement					
ASSETS						
Dept 10	Cash					
742-10-15-00-00	Clearing House	0.00	798,600.59	10,478.21	767.83	808,310.97
	ASSETS Totals:	0.00	798,600.59	10,478.21	767.83	808,310.97
	Fund 742 Totals:	0.00	798,600.59	10,478.21	767.83	808,310.97
Fund 743	TDA Grant					
ASSETS						
Dept 10						
743-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 743 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 744	Housing Impact					
ASSETS						
Dept 10	Cash					
744-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 744 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 745	Parking In-Lieu					
ASSETS						
Dept 10	Cash					
745-10-15-00-00	Clearing House	0.00	644,519.25	0.00	0.00	644,519.25
	ASSETS Totals:	0.00	644,519.25	0.00	0.00	644,519.25
	Fund 745 Totals:	0.00	644,519.25	0.00	0.00	644,519.25
Fund 751	Affordable Housing					
ASSETS						
Dept 10	Cash					
751-10-15-00-00	Clearing House	0.00	-1,022,807.50	1,438,249.67	73,615.03	341,827.14
	ASSETS Totals:	0.00	-1,022,807.50	1,438,249.67	73,615.03	341,827.14
	Fund 751 Totals:	0.00	-1,022,807.50	1,438,249.67	73,615.03	341,827.14
Fund 752						
ASSETS						
Dept 10						
752-10-15-00-00	Clearing House	0.00	259,041.83	269,555.99	45,539.31	483,058.51
	ASSETS Totals:	0.00	259,041.83	269,555.99	45,539.31	483,058.51
	Fund 752 Totals:	0.00	259,041.83	269,555.99	45,539.31	483,058.51
Fund 763	Water Capital Project					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
763-10-15-00-00	Clearing House	0.00	-409,123.65	80,000.00	185,749.87	-514,873.52
	ASSETS Totals:	0.00	-409,123.65	80,000.00	185,749.87	-514,873.52
	Fund 763 Totals:	0.00	-409,123.65	80,000.00	185,749.87	-514,873.52
Fund 764	Water Impact					
ASSETS						
Dept 10	Cash					
764-10-15-00-00	Clearing House	0.00	362,413.50	13,725.74	767.83	375,371.41
	ASSETS Totals:	0.00	362,413.50	13,725.74	767.83	375,371.41
	Fund 764 Totals:	0.00	362,413.50	13,725.74	767.83	375,371.41
Fund 773	Sewer Capital					
ASSETS						
Dept 10	Cash					
773-10-15-00-00	Clearing House	0.00	1,500,340.89	210.00	910,516.32	590,034.57
	ASSETS Totals:	0.00	1,500,340.89	210.00	910,516.32	590,034.57
	Fund 773 Totals:	0.00	1,500,340.89	210.00	910,516.32	590,034.57
Fund 774	Sewer Impact					
ASSETS						
Dept 10	Cash					
774-10-15-00-00	Clearing House	0.00	652,119.94	3,817.54	767.83	655,169.65
	ASSETS Totals:	0.00	652,119.94	3,817.54	767.83	655,169.65
	Fund 774 Totals:	0.00	652,119.94	3,817.54	767.83	655,169.65
Fund 890	General Fixed Assets					
ASSETS						
Dept 10	Cash					
890-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 890 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 898	General Long Term Debt					
ASSETS						
Dept 10	Cash					
898-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 898 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 999	Clearing Account					
ASSETS						
Dept 10	Cash					
999-10-15-00-00	Clearing House	0.00	-34,998,293.62	24,761,332.64	29,053,232.59	-39,290,193.57
	ASSETS Totals:	0.00	-34,998,293.62	24,761,332.64	29,053,232.59	-39,290,193.57
	Fund 999 Totals:	0.00	-34,998,293.62	24,761,332.64	29,053,232.59	-39,290,193.57
	Report Totals:	0.00	-104,045.95	54,789,919.13	54,789,919.11	-104,045.93

ATTACHMENT 3

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Audited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q3 FY 2022	% Collected Q1 2022
Property Taxes										
101-30-10-00-00	Property Tax-Secured	3,295,653	3,616,167	3,940,490	4,109,646	4,491,375	4,424,468	4,398,942	2,881,366	
101-30-11-00-00	ERAF Shift to State	94,115	200,292	342,386	309,857	465,733	-	443,774	496,468	
101-30-20-00-00	Property Tax-Unsecured	117,577	121,534	125,292	127,427	22,927	162,196	161,261	136,294	
101-30-30-00-00	Prior Year Property Tax	3,736	1,160	1,035	964	4,323	1,588	1,588	8,823	
101-30-90-00-00	Real Property Transfer Tax	111,591	82,829	83,805	67,964	171,689	88,000	88,000	90,311	
101-32-05-00-00	In Lieu VLF	639,236	681,160	726,626	776,392	810,122	782,140	777,628	424,462	
101-32-20-00-00	Homeowner Property Tax	15,533	15,352	15,555	15,260	12,492	17,739	17,739	6,730	
Property Taxes		**4,277,441**	**4,718,495**	**5,235,189**	**5,407,511**	**5,978,661**	**5,476,132**	**5,888,932**	**4,044,454**	**69%**
Sales Tax										
101-30-40-00-00	Retail Sales/Use Tax	2,868,566	2,950,480	3,159,579	2,822,979	2,945,506	3,058,400	3,058,400	1,909,968	
101-30-42-00-00	Public Safety Sales Tax	60,197	71,117	61,687	66,742	69,493	71,800	71,800	51,836	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	296,936	1,726,923	1,743,519	1,650,599	1,723,186	1,799,000	1,799,000	1,239,980	
Sales Tax		**3,225,699**	**4,748,520**	**4,964,784**	**4,540,321**	**4,738,185**	**4,929,200**	**4,929,200**	**3,201,784**	**65%**
Transient Occupancy Taxes										
101-30-50-00-00	Transient Occupancy Tax	2,281,834	2,841,607	3,296,741	2,470,808	1,558,565	3,131,904	3,566,991	2,794,186	
101-30-51-00-00	Transient Tax Penalty	54,403	21,973	64,084	11,154	15,689	9,036	9,036	8,568	
Transient Occupancy Taxes		**2,336,237**	**2,863,580**	**3,360,825**	**2,481,962**	**1,574,254**	**3,140,940**	**3,576,027**	**2,802,753**	**78%**
Other Taxes										
101-30-60-00-00	Franchise Tax	209,478	215,346	209,872	215,623	210,659	212,930	212,930	88,147	
Other Taxes		**209,478**	**215,346**	**209,872**	**215,623**	**210,659**	**212,930**	**212,930**	**88,147**	**41%**
Charges for Service										
101-30-61-00-00	Comcast PEG Access Fees	17,809	23,133	22,698	22,528	21,994	22,500	22,500	11,543	
101-30-75-00-00	Fire Inspection Fees	1,320	605	1,100	-	1,375	-	-	-	
101-31-23-00-00	Other Fire Fees	-	8	2,850	-	2,850	-	-	5,350	
101-33-30-00-00	Sales Of Maps/Publications	193	163	210	59	108	150	150	11	
101-33-50-00-00	Police Services	28,771	24,457	33,439	19,168	7,002	30,000	30,000	22,046	
101-33-70-00-00	Planning Fees	62,345	16,508	(53,936)	-	6,000	-	-	-	
101-33-80-00-00	Engineering Fees	7,057	7,710	1,800	675	-	-	-	75	
101-33-90-00-00	Street/Sidewalk/Curb Repair		-	-	-	-	-	-	-	
Charges for Service		**119,666**	**74,395**	**8,161**	**42,430**	**39,329**	**52,650**	**52,650**	**39,025**	**74%**
Fines and Forfeits										
101-31-40-00-00	Vehicle Code Fines	40,727	29,160	28,136	22,446	24,974	27,583	27,583	24,683	
101-31-50-00-00	Other Police Fines	24,134	40,613	36,260	24,821	8,917	28,279	28,279	17,073	
101-31-55-00-00	A/R Late Penalty	4,463	4,427	3,959	215	144	500	500	209	
101-33-63-00-00	Civil Penalties	65,400	106,778	149,264	92,700	-	45,000	45,000	-	
101-34-20-00-00	Library Fines & Fees	7,585	6,032	4,087	86	-	-	-	-	
Fines and Forfeits		**142,309**	**187,010**	**221,705**	**140,267**	**34,035**	**101,362**	**101,362**	**41,966**	**41%**
Licenses and Permits										
101-30-70-00-00	Application & Permit Fees	3,975	10,915	5,475	4,250	3,375	5,500	5,500	925	
101-30-80-00-00	Business License	149,779	152,551	156,715	155,021	149,069	154,896	154,896	102,113	
101-30-81-00-00	Business License Penalty	219	756	1,555	798	619	1,332	1,332	129	
101-31-20-00-00	Building Permits	549,240	492,301	482,404	552,044	587,287	450,281	450,281	357,601	
101-33-15-00-00	Short Term Rental Permit	13,500	31,500	15,750	31,500	20,250	27,500	27,500	15,750	
101-33-74-00-00	Planning App & Permit Fees	283,125	235,830	180,329	85,429	111,100	75,000	75,000	50,319	
101-33-84-00-00	Public Works App & Permit Fees	39,725	38,500	39,300	41,175	54,300	37,132	37,132	39,600	
101-33-86-00-00	Well Permit Fee	1,300	1,300	2,600	2,600	-	1,300	1,300	650	
Licenses and Permits		**1,040,863**	**963,653**	**884,127**	**872,817**	**926,000**	**752,941**	**752,941**	**567,088**	**75%**
Development Fees										
101-33-81-00-00	Public Works Land & Dev Fees	20,800	20,325	25,600	19,360	20,800	20,325	20,325	8,000	
Development Fees		**20,800**	**20,325**	**25,600**	**19,360**	**20,800**	**20,325**	**20,325**	**8,000**	**39%**
Intergovernmental										
101-32-10-00-00	Motor Vehicle In-Lieu	4,391	(3,176)	2,937	-	-	3,255	3,255	-	
101-32-40-00-00	Highway Maintenance	-	-	-	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	-	
101-32-80-00-00	Emergency Relief	122,712	301,210	269,490	120,930	952,591	-	-	1,147,456	
101-34-61-49-00	Contrib from Gov - Police	-	-	9,221	8,484	-	-	-	8,484	
101-34-71-00-00	Reimb State Mandated Costs	-	7,965	4,538	1,647	5,489	2,040	2,040	-	
101-34-73-00-00	Other State Revenue	19	7	18	1,355	13	-	-	-	
101-34-75-00-00	Restitution	3,848	9,775	181,227	200	26	-	-	-	
101-36-80-00-00	Library Abatement	2,903	4,842	3,877	3,302	5,522	3,746	3,746	1,278	
101-38-00-80-00	Restitution Revenue	-	-	-	-	-	-	-	-	
101-38-70-00-00	Allocation from Other Agency	-	-	1,948	-	-	-	-	-	
Intergovernmental		**182,726**	**369,478**	**522,112**	**184,773**	**1,012,496**	**57,896**	**57,896**	**1,157,218**	**1999%**

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Audited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q3 FY 2022	% Collected Q1 2022
Interest and Rents										
101-31-70-00-00	Investment Earnings	(40,336)	(41,299)	262,296	215,290	(97,343)	70,000	70,000	-	
101-34-76-00-00	Cash Overage/Shortage	0	(0)	22	61	-	-	-	90	
101-31-75-00-00	Interest Income		4,834	(93)	-	-	-	-	133	
101-36-10-00-00	Rental Income	180,809	214,450	153,805	89,101	79,904	73,868	73,868	86,366	
101-36-12-00-00	Rec Programs Facility Rental			865	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	5,827	1,425	1,225	750	-	1,425	1,425	225	
Interest and Rents		**146,300**	**179,410**	**418,120**	**305,202**	**(17,438)**	**145,293**	**145,293**	**86,814**	**60%**
Miscellaneous										
101-33-20-00-00	Legal Cost Recovery	158,922	10,683	32,726	-	-	10,000	10,000	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	193	163	-	200	-	165	165	-	
101-34-22-00-00	Library Copies	3,431	3,277	2,946	1,585	-	3,030	3,030	1,119	
101-34-23-00-00	Library Lost Material	503	313	617	500	-	500	500	264	
101-34-24-00-00	Library Room Rental	430	110	305	150	-	354	354	-	
101-34-31-00-00	Donations	1,000	-	-	300	-	-	-	1,000	
101-34-31-48-00	Donations - Fire Department	-	-	-	-	4,000	-	-	-	
101-34-31-49-00	Donations - Police Department	-	-	-	-	1,500	-	-	-	
101-34-51-00-00	Sale of Capital Assets	-	18,137	1,155	3,795	633	-	-	6,687	
101-34-60-00-00	Contributions from non-govt	-	87,500	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	-	-	1,058,502	575,000	729,864	-	
101-34-61-46-00	Contributions from Gov - Library	-	5,883	-	2,000	500	-	-	1,000	
101-34-70-00-00	Other Revenue	22,118	25,166	123,934	41,033	39,123	55,000	55,000	99,256	
101-34-70-22-47	Other Revenue - Jingle	-	-	-	4,389	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	-	-	123,996	120,000	120,000	147,383	
101-34-70-47-01	Other Revenue	-	-	-	-	-	20,000	20,000	-	
101-34-74-00-00	Insurance Refund	-	-	-	1,244	-	-	-		
101-39-98-00-00	Operating Transfers In	3,530	3,574	15,319	5,367	834,123	1,972	1,972	4,486	
Miscellaneous		**190,126**	**174,805**	**182,495**	**60,562**	**2,062,376**	**786,021**	**940,885**	**261,195**	**28%**
TOTALS		**11,891,645**	**14,515,018**	**16,032,990**	**14,270,828**	**16,579,356**	**15,675,690**	**16,678,441**	**12,298,443**	**74%**

ATTACHMENT 4

General Ledger
Quarterly Budget Report
GF Expenses

User: Mandy
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Period 01 - 09
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	2,492,831.00	551,433.73	3,211,499.30	1,972,997.05	687,068.52	21.39
Council	420,451.90	32,369.76	434,886.66	92,920.30	309,596.60	71.19
Administration	678,468.93	31,092.66	733,279.64	475,191.84	226,995.14	30.96
Finance	817,070.69	124,697.98	883,922.66	566,088.74	193,135.94	21.85
Attorney	386,000.00	0.00	386,000.00	228,274.97	157,725.03	40.86
PlanningBuilding	1,347,471.49	162,017.01	1,490,235.39	792,085.45	536,132.93	35.98
Library	1,001,421.89	53,152.11	1,019,271.15	607,978.18	358,140.86	35.14
Parks & Recreation	701,596.50	0.00	701,596.50	406,667.97	294,928.53	42.04
Fire	1,653,453.17	9,647.70	2,006,800.87	1,696,471.95	300,681.22	14.98
Police	3,295,102.45	0.00	3,325,398.30	2,524,604.05	800,794.25	24.08
Public Works	2,881,581.22	189,920.29	3,069,445.12	1,563,412.56	1,316,112.27	42.88
Grand Total	**15,675,449.24**	**1,154,331.24**	**17,262,335.59**	**10,926,693.06**	**5,181,311.29**	**0.3002**

ATTACHMENT 5

General Ledger
Quarterly Budget Report
Water Revenues

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Period 01 - 09
Fiscal Year 2022

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise					
561-38-10-00-00	Water Revenue	-1,500.00	0.00	-1,500.00	0.00	-1,500.00
561-38-10-00-01	Residential-Inside CL	-2,596,792.00	0.00	-2,596,792.00	-1,760,001.20	-836,790.80
561-38-10-00-50	Residential-Outside CL	-486,328.00	0.00	-486,328.00	-181,749.15	-304,578.85
561-38-10-01-00	Multi-Dwelling-Inside CL	-705,595.00	0.00	-705,595.00	-413,570.67	-292,024.33
561-38-10-01-50	Multi Dwelling-Outside CL	-19,945.00	0.00	-19,945.00	-2,817.97	-17,127.03
561-38-10-10-00	General Commercial-Inside CL	-2,070,001.00	0.00	-2,070,001.00	-1,305,111.05	-764,889.95
561-38-10-17-00	Landscape Meter	-180,139.00	0.00	-180,139.00	-92,750.39	-87,388.61
561-38-10-99-10	Fire Service-Inside CL	-15,362.00	0.00	-15,362.00	-30,242.03	14,880.03
561-38-10-99-20	Fire Service-Outside CL	-7,864.00	0.00	-7,864.00	-7,229.82	-634.18
561-38-10-99-50	Finance Charges	-25,000.00	0.00	-25,000.00	0.00	-25,000.00
10	SB2 Planning Grant	-6,108,526.00	0.00	-6,108,526.00	-3,793,472.28	-2,315,053.72
561-38-40-00-00	Property Rentals	-8,400.00	0.00	-8,400.00	0.00	-8,400.00
40	Property Rentals	-8,400.00	0.00	-8,400.00	0.00	-8,400.00
561-38-60-00-00	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-10,270.07	4,770.07
60	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-10,270.07	4,770.07
561-31-70-00-00	Investment Earnings	-50,000.00	0.00	-50,000.00	0.00	-50,000.00
561-34-70-00-00	Other Revenue	-8,500.00	0.00	-8,500.00	-1,476.00	-7,024.00
561-38-70-00-00	CARE Subsidy	-22,700.00	0.00	-22,700.00	19,492.31	-42,192.31
70	CARE Subsidy	-81,200.00	0.00	-81,200.00	18,016.31	-99,216.31
561-34-71-00-00	Water Emergency Penalties	0.00	0.00	0.00	-2,863,308.88	2,863,308.88
71	Water Emergency Penalties	0.00	0.00	0.00	-2,863,308.88	2,863,308.88
561-33-80-00-00	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00
80	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit	-1,000.00	0.00	-1,000.00	-100.00	-900.00

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
	Fees					
83	Raw Water Permit Fees	-1,000.00	0.00	-1,000.00	-100.00	-900.00
561-33-85-00-00	Water Conservation Fines	0.00	0.00	0.00	23,737.50	-23,737.50
85	Water Conservation Fines	0.00	0.00	0.00	23,737.50	-23,737.50
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
Grand Total		**-6,205,776.00**	**0.00**	**-6,205,776.00**	**-6,625,397.42**	**419,621.42**

ATTACHMENT 6

General Ledger
Quarterly Budget Report
Water Expenditures

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Period 01 - 09
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,232,950.00	43,000.00	1,712,950.00	1,239,627.45	430,322.55	25.12
Council	21,197.56	0.00	21,197.56	11,180.88	10,016.68	47.25
Administration	182,897.67	5,638.84	189,414.59	143,874.26	39,901.49	21.07
Finance	553,305.81	59,969.07	588,574.13	366,721.98	166,883.08	27.50
Attorney	159,500.00	0.00	419,500.00	306,951.89	112,548.11	26.83
Public Works	4,931,183.44	923,863.04	5,581,444.58	2,890,573.13	1,767,008.41	31.66
Grand Total	**7,081,034.48**	**1,032,470.95**	**8,513,080.86**	**4,958,929.59**	**2,521,680.32**	**29.62**

ATTACHMENT 7

General Ledger
Quarterly Budget Report
WW Revenues

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Period 01 - 09
Fiscal Year 2022

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-20,000.00	-20,000.00	0.00	-20,000.00
31	SEWER ENTER. INVESTMENT EARNIN	-20,000.00	-20,000.00	0.00	-20,000.00
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	-9,600.00	0.00
571-34-80-00-00	Annexation Fees	-2,600.00	-2,600.00	-4,788.00	2,188.00
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-14,388.00	2,188.00
571-35-00-00-00	Residential	-1,472,369.00	-1,472,369.00	-970,930.78	-501,438.22
571-35-00-01-00	Multiple Dwelling	-216,912.00	-216,912.00	-175,296.86	-41,615.14
571-35-00-03-00	Laundromat	-14,531.00	-14,531.00	-11,934.93	-2,596.07
571-35-00-10-00	General Commercial	-1,251,227.00	-1,251,227.00	-753,898.34	-497,328.66
571-35-00-11-00	Restaurants	-130,036.00	-130,036.00	-69,587.99	-60,448.01
571-35-00-12-00	Service Station	-3,213.00	-3,213.00	-2,088.74	-1,124.26
571-35-00-14-00	Motels-No Food Service	-135,765.00	-135,765.00	-91,020.04	-44,744.96
571-35-00-15-00	Supermarkets	-17,935.00	-17,935.00	-8,750.67	-9,184.33
571-35-00-18-00	Mixed Retial-Plus Food Service	-19,463.00	-19,463.00	-11,481.66	-7,981.34
571-35-00-20-00	Industrial	-20,523.00	-20,523.00	-15,174.15	-5,348.85
571-35-00-30-00	Libraries & Schools	-37,773.00	-37,773.00	-11,706.70	-26,066.30
571-35-00-60-60	Car Wash	-2,123.00	-2,123.00	-1,305.40	-817.60
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,321,870.00	-3,321,870.00	-2,123,176.26	-1,198,693.74
571-38-10-99-50	Finance Charges	-18,500.00	-18,500.00	0.00	-18,500.00
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	0.00	-1,300.00
571-38-70-00-00	CARE Subsidy	-2,500.00	-2,500.00	13,542.27	-16,042.27
38	Dept	-22,300.00	-22,300.00	13,542.27	-35,842.27
571	Sewer Enterprise	-3,376,370.00	-3,376,370.00	-2,124,021.99	-1,252,348.01
Grand Total		-3,376,370.00	-3,376,370.00	-2,124,021.99	-1,252,348.01

ATTACHMENT 8

General Ledger
Quarterly Budget Report
Wastewater Expenditures

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Period 01 - 09
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	516,994.00	43,000.00	546,994.00	254,997.91	248,996.09	45.52
Council	21,197.56	0.00	21,197.56	11,180.74	10,016.82	47.25
Administration	123,408.60	3,913.89	128,200.58	96,779.50	27,507.19	21.46
Finance	379,951.99	30,026.45	406,839.03	224,034.57	152,778.01	37.55
Attorney	26,500.00	0.00	26,500.00	1,396.13	25,103.87	94.73
Public Works	2,308,317.99	492,823.74	2,487,743.90	1,112,238.09	882,682.07	35.48
Grand Total	**3,376,370.14**	**569,764.08**	**3,617,475.07**	**1,700,626.94**	**1,347,084.05**	**37.24**

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution for a Project Specific Maintenance Agreement with Caltrans for the Vine Trail Segment Between Pratt Avenue and the Northern City of St. Helena Limit**

CEQA Determination: **Not a CEQA project**

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

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The Napa Valley Vine Trail is envisioned as a 47-mile Class 1 mixed-use path for pedestrians and cyclists that will run the length of the Napa Valley (Calistoga to American Canyon) and connect to the Vallejo ferry terminal in Vallejo, providing a crucial link to the City of San Francisco and larger Bay Area. The Calistoga to St. Helena Vine Trail project is a 6-mile class 1 path that will connect the two cities as part of the Napa Valley Vine Trail's 47-mile ultimate alignment.

The project is to construct a bike and pedestrian trail adjacent to the State Route (SR) 29 corridor which will encourage bicyclists and pedestrians to take alternative modes of transportation. The project will enhance the accessibility and connectivity of the community and surrounding neighborhoods.

The Calistoga to St. Helena Vine Trail Segment (Project) will construct a 7.4 mile long segment of the Vine Trail connecting St. Helena starting at Pratt Avenue to Calistoga at Lincoln Avenue at Fair Way. On March 16, 2022, Ghilotti Construction Company was awarded a construction contract at the March 16, 2022 Napa Valley Transportation Authority (NVTA) Regular meeting. As a requirement for construction of this segment of

the Vine Trail, a Maintenance Agreement between the City and Caltrans is required, as a portion of the Vine Trail is located in the Caltrans right-of-way.

DISCUSSION

The Vine Trail will traverse both City and Caltrans right-of-way and future maintenance responsibility will be shared by both agencies. This shared responsibility requires a formal agreement between the City and Caltrans. The Napa Valley Transportation Authority (NVTA) has provided an agreement on behalf of Caltrans and the City Attorney has reviewed the document. NVTA has informed the City that Caltrans requires the Agreement be executed via the Resolution process and signed by the Mayor. City Staff present this Staff Report, Resolution, and Agreement for consideration of the City Council and recommends the Council approve the Resolution and authorize the Mayor to sign the agreement on the City's behalf.

By executing the Agreement, the City accepts all maintenance responsibility for the sub-segment of the Vine Trail between Charter Oak Avenue (southern extent) and Pratt Avenue (northern extent). The City also accepts the sub-segment from Pratt Avenue to the Northern City limit as shown in "Exhibit A" of the Agreement.

The attached Maintenance Agreement is consistent with the provisions of the existing Maintenance Agreement between City and Caltrans dated January 31, 1992. Execution of the Vine Trail Maintenance Agreement will not replace or supersede the earlier Agreement.

FISCAL IMPACT

The maintenance for the Vine Trail in the City of St. Helena will be shared through a 50/50 cost share Agreement between the City and the Napa Valley Vine Trail Coalition (NVVTC). For the proposed alignment, the maintenance cost is estimated by NVVTC at $28,000 annually ($14,000 per mile) for which the City's share would be $14,000 annually. This amount will be included through the annual budget adoption and it is anticipated the 6.67% Class I match required through Measure T will be utilized for funding.

RECOMMENDED ACTION

Staff recommends approval of the Resolution.

ATTACHMENTS

PSMA_Napa_Valley_Vine_Trail_CityOfStHelena (w.signature blocks)
Resolution

04-NAP-29 PM29.27/30.05
Napa Valley Vine Trail

PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR VINE TRAIL IN THE CITY OF ST. HELENA

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of ST. HELENA; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, Cooperative Agreement Number 04-2749 was executed between Napa Valley Transportation Authority (NVTA) and STATE to construct a bicycle/pedestrian trail on State Route (SR) 29, hereinafter referred to as "TRAIL", and

2. WHEREAS, in accordance with the said agreement, it was agreed by CALTRANS and the project implementing agency NVTA that upon TRAIL completion, a Maintenance Agreement would be executed; while NVTA is not a party to this agreement, it is the sponsor for all the work and the implementing agency for PA&ED, PS&E, Right of Way and Construction, and

3. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of TRAIL constructed under the Cooperative Agreement Number 04-2479, and

4. WHAREAS, under STATE Relinquishment Agreement Number 56093, STATE relinquished to CITY that portion of State Route 29 (SR29) between Charter Oak Ave and Pratt Avenue in the City of St. Helena in County of Napa, consisting of sidewalks, and

5. WHEREAS there is an existing Delegated Maintenance Agreement, with CITY of St. Helena; dated 1/31/1992. This agreement is not meant to replace or supersede the earlier agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

6. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.

7. Changes to CITY's maintenance responsibilities, resulting from future improvements or alterations to the limits of the TRAIL, can be captured by PARTIES by amending Exhibit A and/or executing additional pages to Exhibit A.

8. The degree or extent of maintenance work to be performed, and the standards therefore, will be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

9. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

10. The maintenance functions assigned to CITY, at CITY's expense, with regards to TRAIL are as follows:

    a) TRAIL PAVEMENT
    CITY shall perform TRAIL pavement repair and replacement, crack sealing, pothole patching, pavement resurfacing (overlay), emergency pavement maintenance as a result of normal wear and tear and public use of TRAIL. CITY will maintain: a safe facility for pedestrian and bicycle travel along the entire length of TRAIL, and is solely responsible for all TRAIL improvements, fences, guard railing, ADA curb and ramps, crosswalks, shelters, drainage facilities at grade, slope and structural section pavement of TRAIL located and constructed within STATE's right of way.

    b) LITTER AND GRAFFITI
    CITY shall perform cleanup; debris and litter removal and sweeping operations necessary to maintain the width limits of the TRAIL, as shown in Exhibit A, in a neat and clean usable condition, free of graffiti. Litter, debris and graffiti includes, but is not limited to, all sand, paper, garbage, refuse, and other items resulting from public access.

    c) VEGETATION CONTROL
    CITY will perform vegetation control of all vegetative material growing within the designated width limits of the TRAIL as shown on Exhibit A, including treatment by means of brush control and tree trimming. Routine tree maintenance should be limited to minor trimming as required to maintain horizontal and vertical clearance to adjacent to and over the TRAIL.

    d) SIGNS
    CITY shall maintain all signing placed on or immediately adjacent to TRAIL for the purpose of warning or regulating TRAIL traffic.

    e) STRIPING
    CITY shall maintain: all striping and pavement markings required for the direction and operation of TRAIL traffic.

f) SAFETY DEVICES
The maintenance, repair, replacement and cleaning of TRAIL safety devices such as bollards, gates, surveillance cameras, cleaning guideposts and markers are the CITY's responsibility.

g) DRAINAGE
CITY shall maintain all drainage facilities built for TRAIL. These duties include but are not limited to preventing drainage obstructions and maintaining worn/damaged drainage facilities.

h) RETAINING WALLS AND CONCRETE BARRIERS FOR TRAIL
CITY, at CITY's expense shall perform wall and barrier maintenance including but not limited to surface cracks and spalls repairs and keep surface of walls and barriers free of debris, litter and graffiti.

i) ST. HELENA YORK CREEK BRIDGE (Bridge Number: 21-0017)
STATE will maintain, at STATE's expense: the structure proper. The CITY will maintain, at City's expense the TRAIL wearing surface, and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface.

j) ACCESS
The STATE reserves its unrestricted right to use all areas within the STATE right of way for future construction, reconstruction, expansion, or modification, including inspection and maintenance purposes. STATE will have the use of TRAIL as a service road for its operations and maintenance vehicles. State will be responsible for any repair and/or replacement for damages incurred to TRAIL and TRAIL components as a result of its use of TRAIL as a service road.

11. LEGAL RELATIONS AND RESPONSIBILITIES

11.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

11.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth

under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

11.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

12. PREVAILING WAGES:

12.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

12.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

13. INSURANCE

13.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter (“Letter of Self-Insurance”), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the TRAIL location as depicted in EXHIBIT “A”. COUNTY shall deliver to STATE the letter of Self-Insurance with a signed copy of this Agreement. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

13.2. If the work performed under this Agreement is done by CITY’s contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this Agreement,

a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

14. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

15. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are authorized under the law to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ST. HELENA

By: _____
Geoff Ellsworth
Mayor, City of St. Helena

ATTEST:

By: _____
Ethan Walsh
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOKS OMISHAKIN
Director of Transportation

By: _____
PARVIZ LASHAI Date
Acting Deputy District Director
Maintenance District

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

MAINTENANCE AGREEMENT

WITH

C I T Y O F S T H E L E N A

SYMBOLS AND LEGEND:

- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE
- GUARDRAIL
- TYPE 60M CONCRETE BARRIER
- RETAINING WALL/HEADWALL
- AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY OF NAPA
- TRAIL PATH

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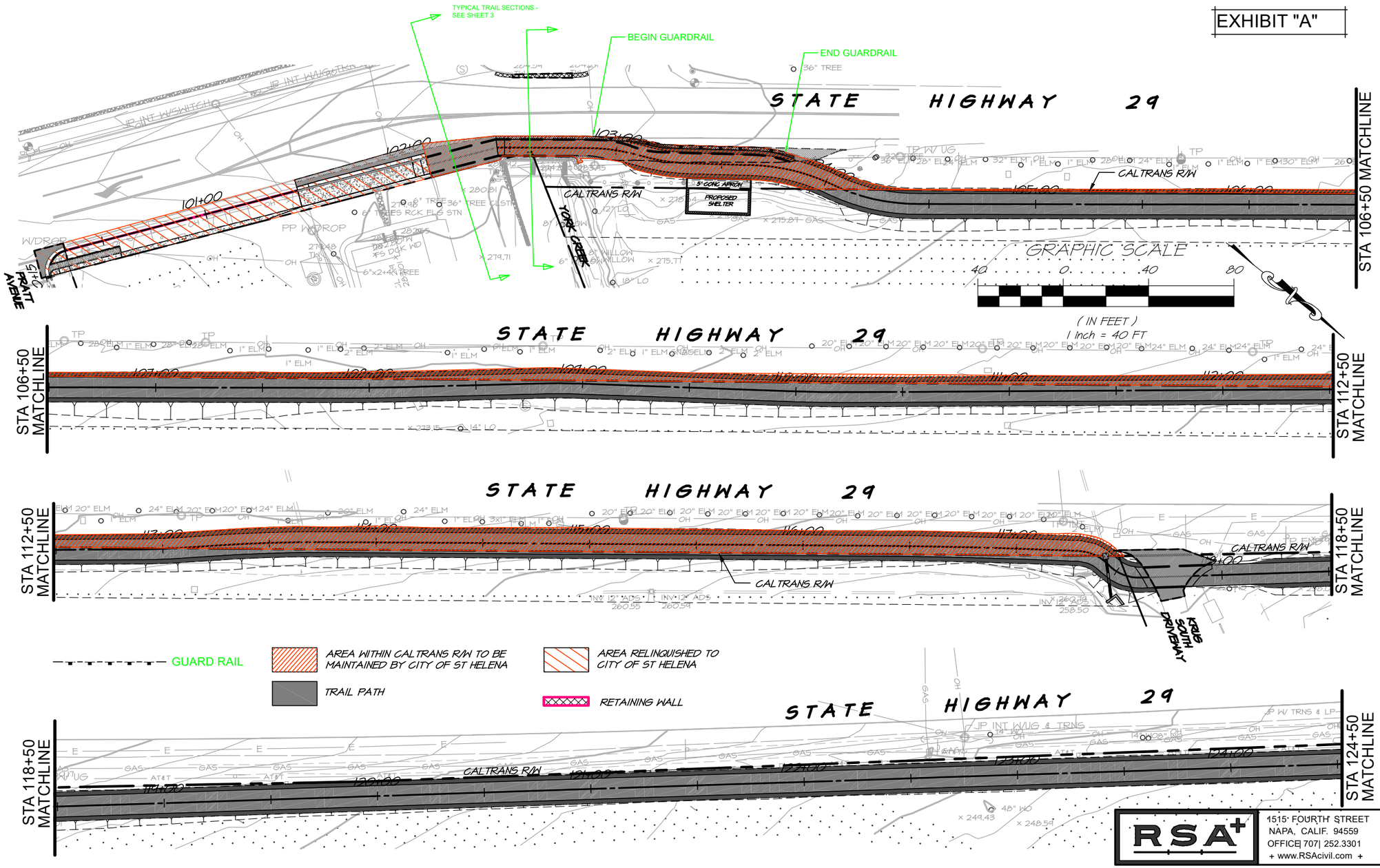
June 2021 4119035.1 COVER

EXHIBIT "A"



MAINTENANCE AGREEMENT WITH THE CITY OF ST HELENA

04-NAP-29 POST MILES 29.3/30.1 FOR CITY OF ST HELENA

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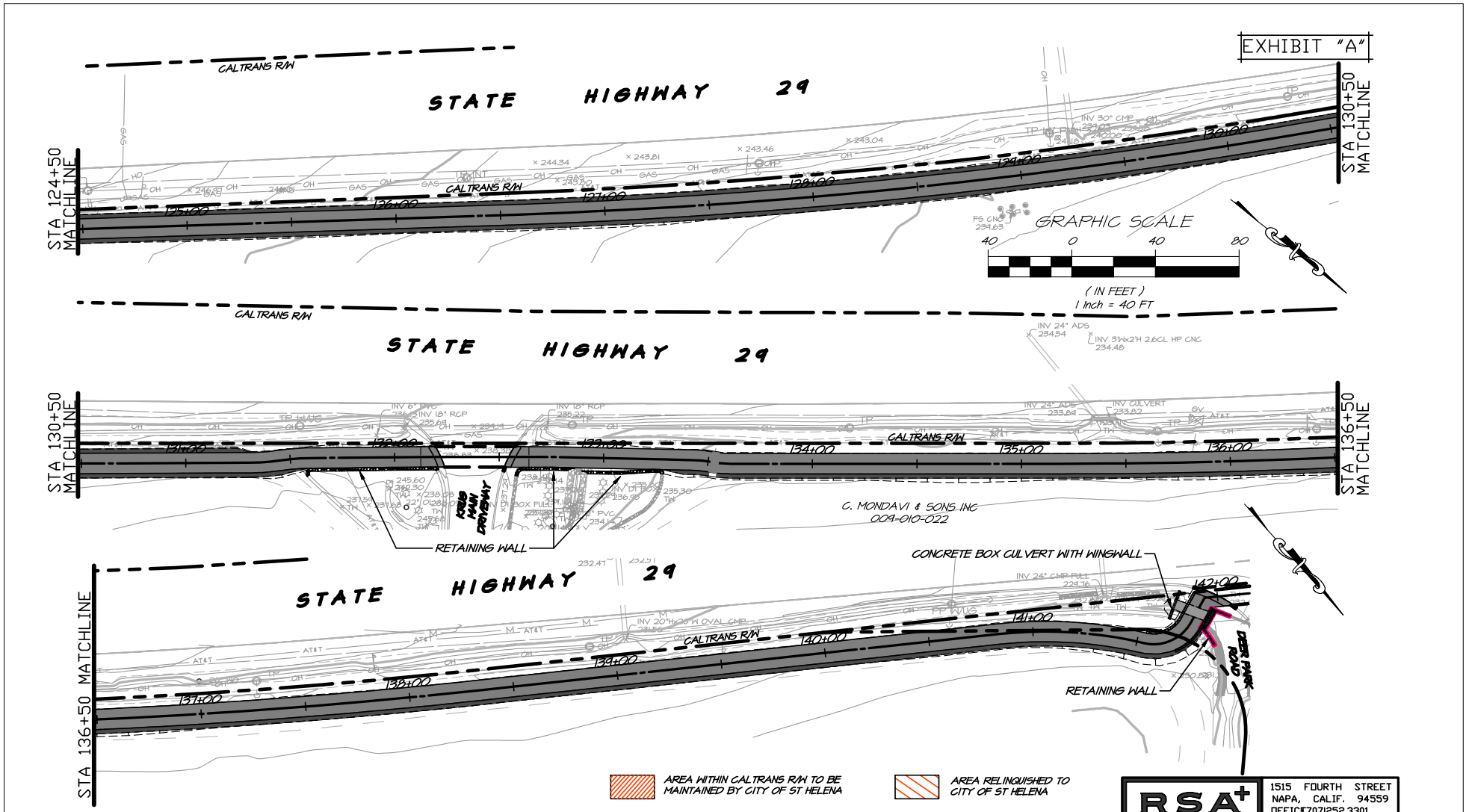
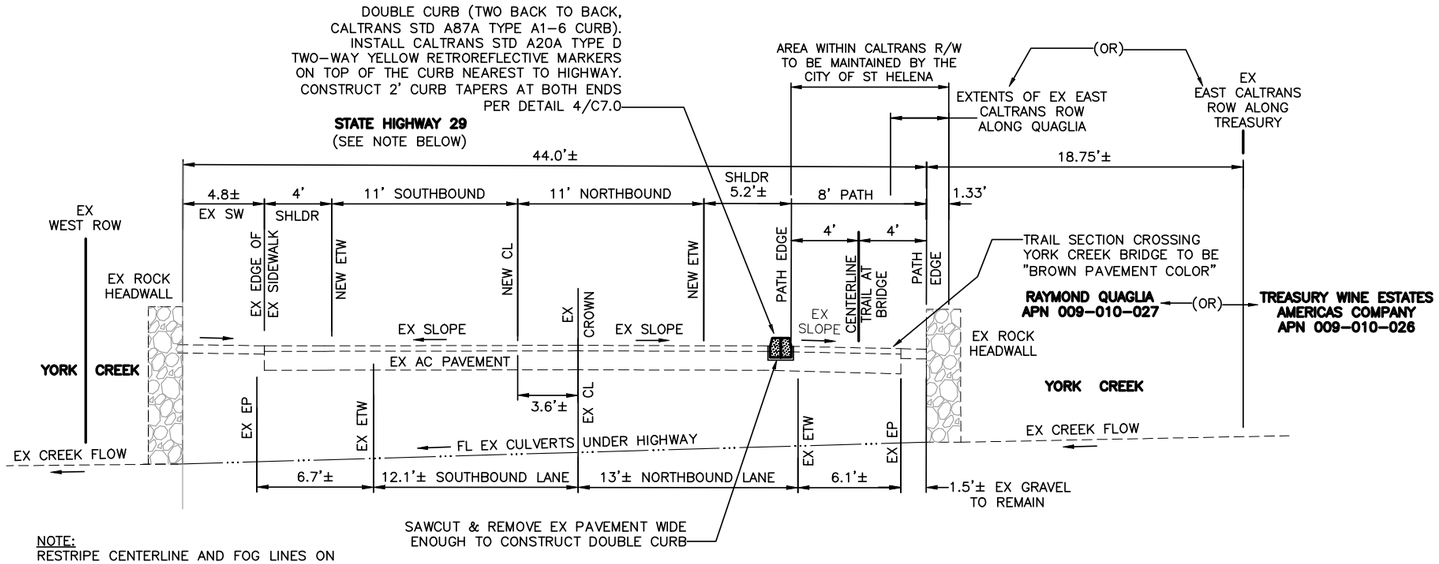


MAINTENANCE AGREEMENT WITH THE CITY OF ST HELENA

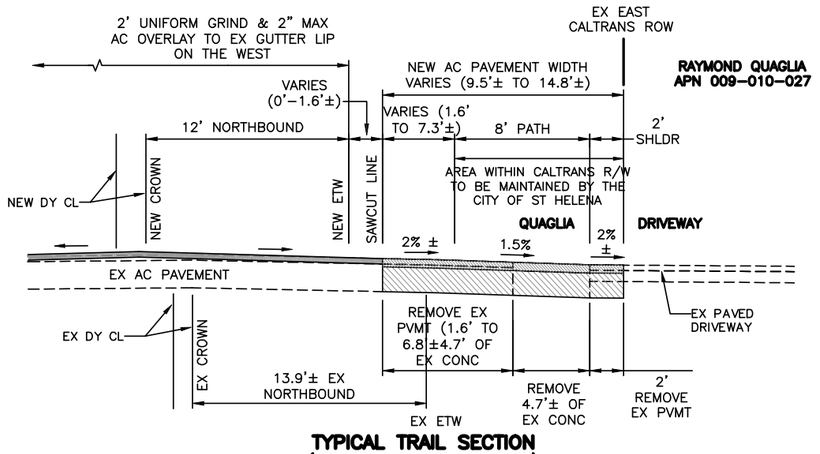
04-NAP-29 POST MILES 29.3/30.1 FOR CITY OF ST HELENA

EXHIBIT "A"



NOTE:
RESTRIPE CENTERLINE AND FOG LINES ON STATE HIGHWAY 29, SEE SHEET C5.7.

TYPICAL TRAIL SECTION
(STA 102+44 THRU 102+86)
2 / C2.32
SCALE: 1" = 6'



TYPICAL TRAIL SECTION
(STA 102+07 THRU 102+47)
SCALE: 1" = 6'

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June 2021 4119035.1 SHT 3

MAINTENANCE AGREEMENT WITH THE CITY OF ST HELENA
04-NAP-29 POST MILES 29.3/30.1 FOR CITY OF ST HELENA

EXHIBIT B - LETTER OF CERTIFICATE OF
CITY OF ST. HELENA
STATEMENT OF SELF INSURANCE

January 15, 2021

California Department of Transportation District 4
111 Grand Avenue
Oakland, CA 94623

ATTN: David Ambuehl, Deputy District Director, Maintenance

The City of St. Helena
Department of Administration

RE: Statement of Self Insurance for the St. Helena ("CITY") Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the St. Helena at Vine Trail ("PROJECT SPECIFIC MAINTENANCE AGREEMENT").

Dear Mr. Ambuehl,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 13.1 (INSURANCE) of the Project Specific Maintenance Agreement, specifically general liability insurance, coverage of body injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Project Specific Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Mark T. Prestwich

Digitally signed by Mark T. Prestwich
Date: 2021.01.20 17:15:47 -08'00'

Mark Prestwich
City Manager, City of St. Helena

CITY OF ST. HELENA

RESOLUTION NO. 2022-

Consideration and Proposed Approval of a Resolution for Project Specific Maintenance Agreement with Caltrans for the Vine Trail Segment Between Pratt Avenue and the Northern City Limit

RECITALS

A. WHEREAS, Cooperative Agreement Number 04-2749 was executed between Napa Valley Transportation Authority (NVTA) and STATE to construct a bicycle/pedestrian trail on State Route (SR) 29, hereinafter referred to as "TRAIL", and;

B. WHEREAS, in accordance with the said agreement, it was agreed by CALTRANS and the project implementing agency NVTA that upon TRAIL completion, a Maintenance Agreement would be executed; while NVTA is not a party to this agreement, it is the sponsor for all the work and the implementing agency for PA&ED, PS&E, Right of Way and Construction, and;

C. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of TRAIL constructed under the Cooperative Agreement Number 04-2479, and;

D. WHAREAS, under STATE Relinquishment Agreement Number 56093, STATE relinquished to CITY that portion of State Route 29 (SR29) between Charter Oak Ave and Pratt Avenue in the City of St. Helena in County of Napa, consisting of sidewalks, and;

E. WHEREAS there is an existing Delegated Maintenance Agreement, with CITY of St. Helena; dated 1/31/1992. This agreement is not meant to replace or supersede the earlier agreement.

RESOLUTION

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

1. Approves the Project Specific Maintenance Agreement for the Vine Trail in the City of St. Helena

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022, by the following vote:

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

APPROVED: ATTEST:

_____ _____
Geoff Ellsworth, Mayor Cindy Tzafopoulous, City Clerk

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Fiscal Year 2021 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting.**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena has undergone the fiscal year audit and issued its Annual Comprehensive Financial Report for fiscal year ended June 30, 2021. The City publishes an annual report to fully disclose its financial information, as well as to comply with state and federal requirements and bond covenants.

The financial audit and the preparation of the financial statements takes place over several months, beginning just after the end of the fiscal year and continuing through the time the books are closed and the Comprehensive Annual Financial Report is published. Staff coordinates with the auditor to ensure that the work is completed accurately and timely.

The City contracts for an annual independent audit of its financial statements. In January 2020 the City issued an RFP for professional auditing services upon expiration of the existing contract for auditing services. On April 28, 2020, the City signed a three-year Professional Services Agreement with Brown Armstrong Accountancy Corporation to prepare the City's annual audited financial statements through FY 2022 with an option to extend the contract for an additional three years. The Comprehensive Annual Financial Report is available on the City of St. Helena's website at:

https://www.cityofsthelena.org/sites/default/files/fileattachments/finance/page/2231/june_30_2021_audited_financials.pdf

DISCUSSION

ANNUAL COMPREHENSIVE FINANCIAL REPORT OVERVIEW

The City of St. Helena's Annual Comprehensive Financial Report consists of three sections:

1. Introductory Section: provides general information on the government's structure and the letter of transmittal.
2. Financial Section, which contains the following:
    - Independent auditor's report
    - Management discussion and analysis (MD&A) - The MD&A provides a simple narrative introduction, overview, and analysis of the basic financial statements.
    - Basic financial statements
    - Fund financial statements
    - Notes to the financial statements
    - Required Supplemental Information
    - Optional Supplementary Information
3. Statistical Section: presents detailed information as a context for understanding information in the financial statements, note disclosures, and required supplementary information.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In addition to producing the City's Annual Comprehensive Financial Report, it is the responsibility of the independent auditor to provide to the City of St. Helena a report on internal control over financial reporting and a report on compliance with other matters based on the audited financial statements (Attachment 1). The Report on Internal Control and Other Matters identifies deficiencies in internal control that the auditor considers to be either material weaknesses and/or significant deficiencies. Additionally, the auditor performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control less severe than a material weakness, yet important enough to merit attention by those charged with governance.

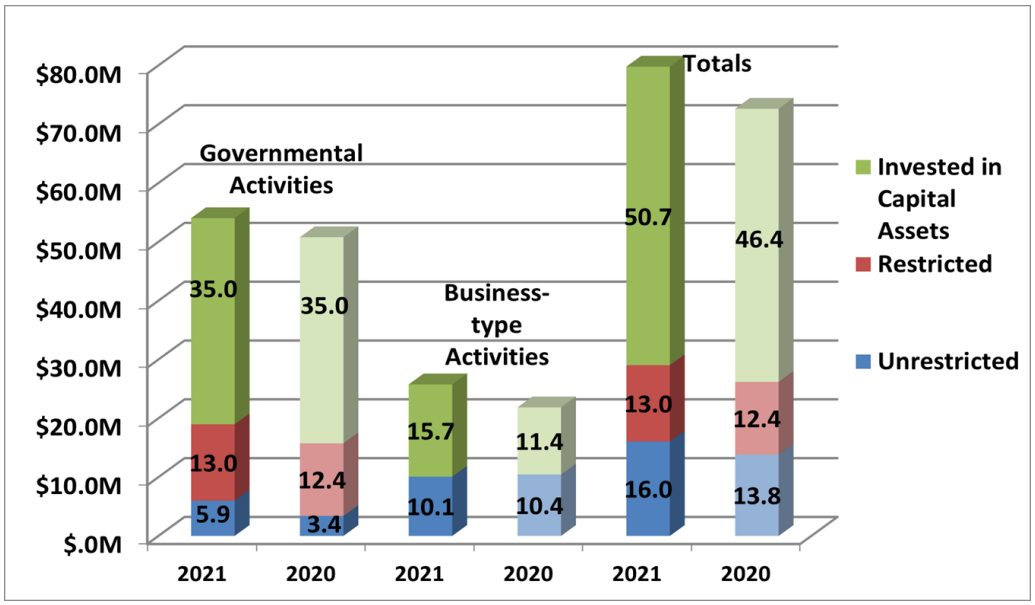
For the FY 2020-21 audit, the Independent Auditor's Report on Internal Control Over Financial Reporting disclosed no material weaknesses, significant deficiencies, or instances of noncompliance.

Overview of Audited Financial Statements

All Funds: City of St. Helena's Net Position

The following chart shows the net position at the end of FY 20/21 compared to FY 19/20.

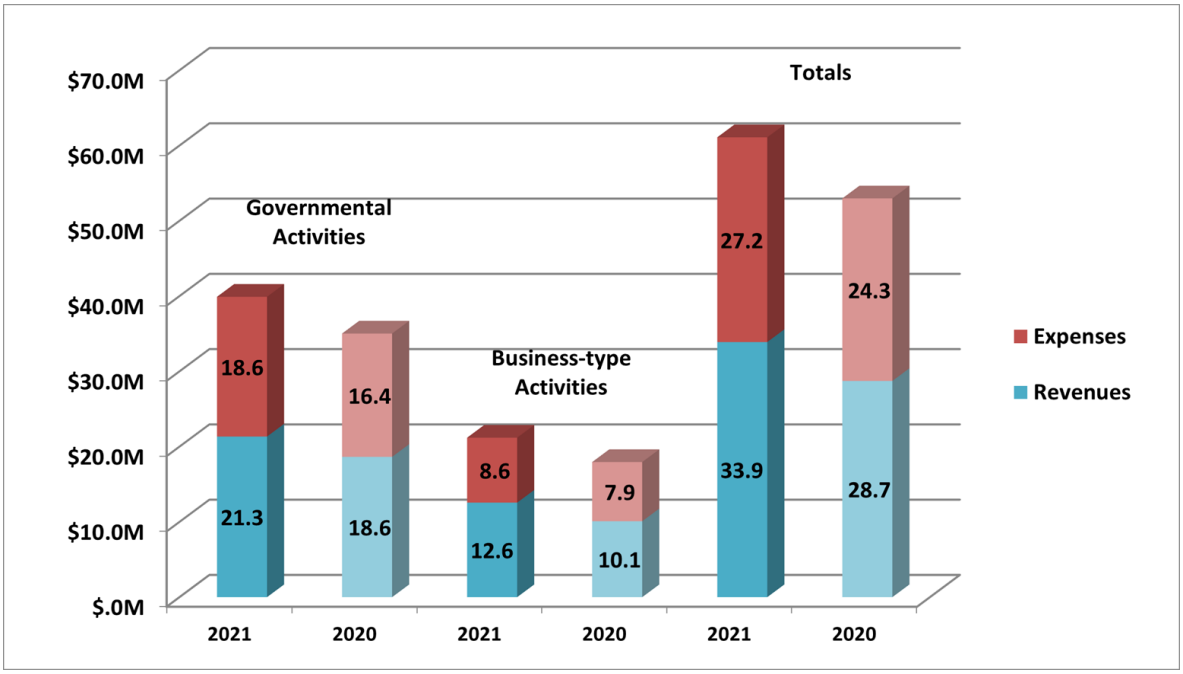
- The net position at the end of FY 20/21 was $79.8 million, an increase of $7.2 million from FY 19/20.
- Business-type activities, which is water and wastewater, increased by $3.9 million and governmental activities also increased by $3.3 million.



All Funds: Changes in the City of St. Helena's Revenues and Expenses

The following chart shows a comparison of all funds of revenues and expenditures from FY 19/20 to FY 20/21.

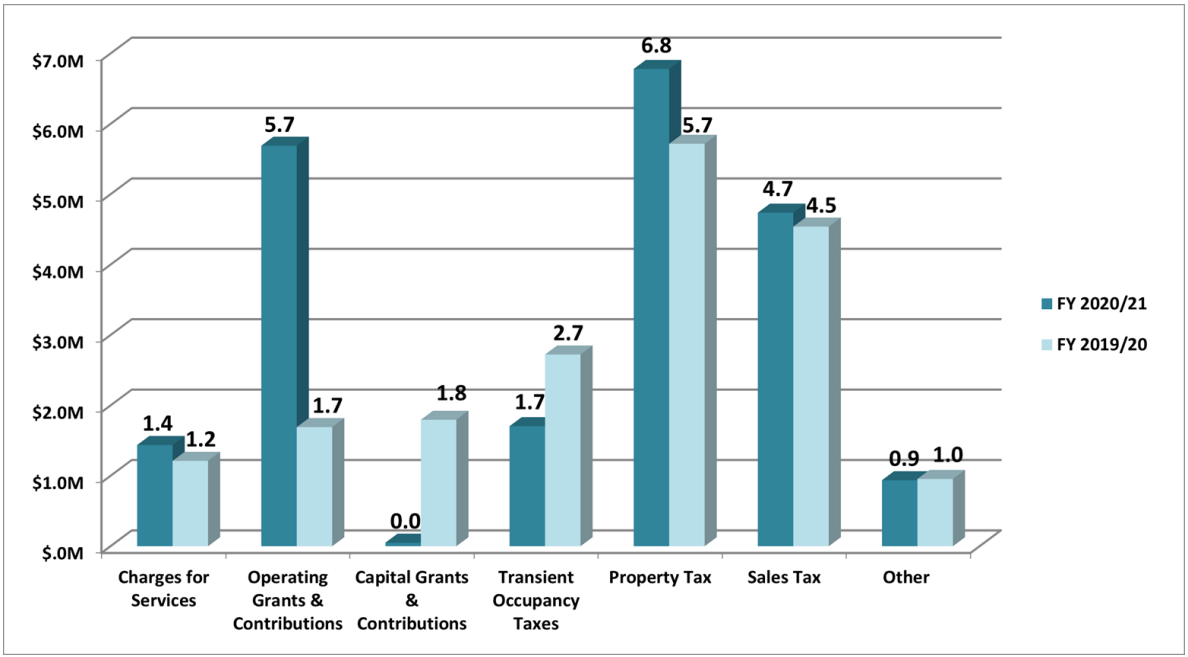
- Revenues increased overall by 18.0% to $33.9 million.
- Expenses increased overall by 12.5% to $27.2 million.



Governmental Activities: Revenues

The following chart shows a comparison of Governmental Activity revenues from FY 19/20 to FY 20/21.

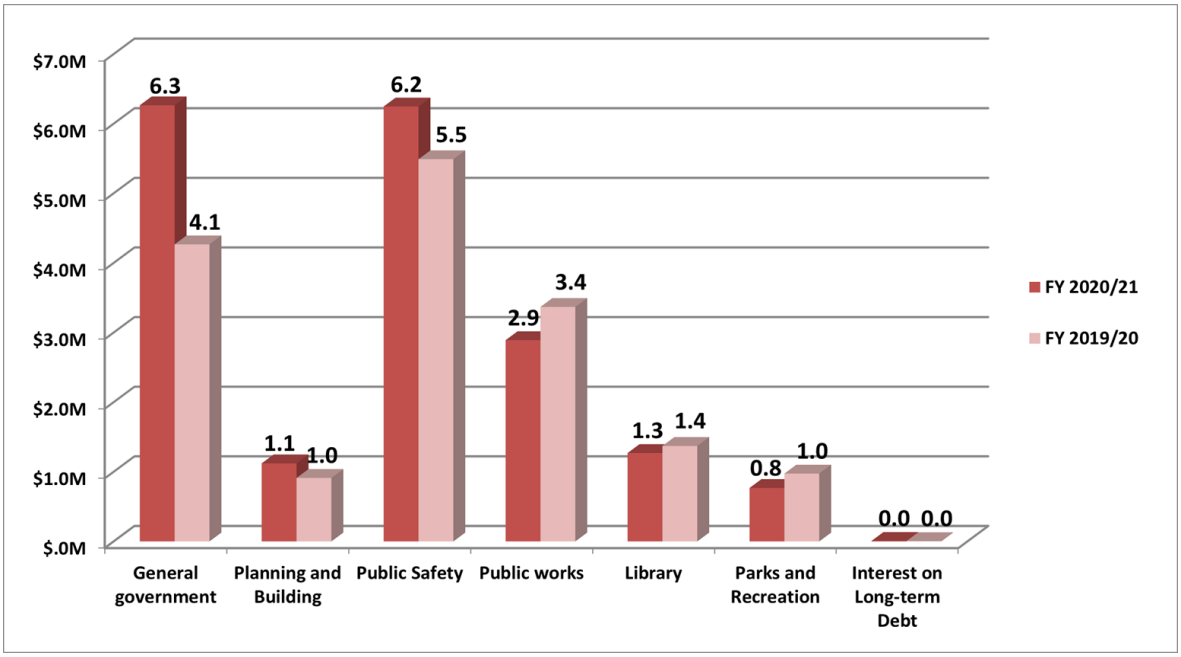
- Overall revenues increased by 14.5% to $21.3 million.
- The most significant increase in Operating Grants & Contributions is related to COVID Relief funds and Public Assistance received for recovery expenses related to the LNU Lightning Complex and Glass Fire.
- The large increase in Property Tax is related timing of payments received in the prior year that are recorded as deferred revenue.
- The City continued to see a decline in Transient Occupancy Tax revenues as a result of ongoing impacts from the pandemic, whereas Sales Tax revenues showed signs of recovery.



Governmental Activities: Expenses

The following chart shows a comparison of Governmental Activity expenses from FY 19/20 to FY 20/21.

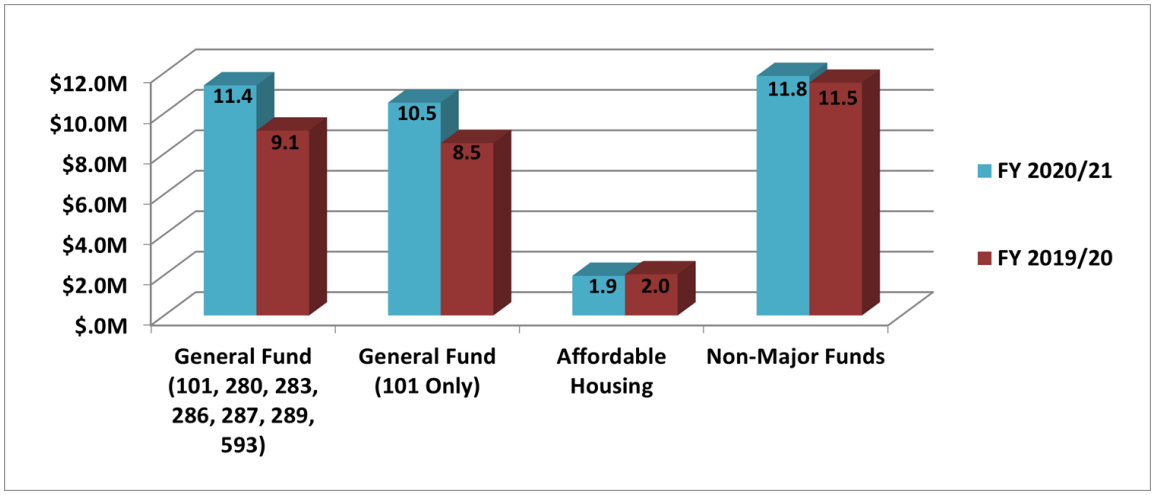
- Overall revenues increased by 13.1% to $18.6 million.
- The most significant increase in General Government is related to expenses incurred during the LNU Lightning Complex and Glass Fire, increased insurance premiums, and an increase in planning contracts related to the Zoning Code Update and Housing Element Update.
- The increase in Public Safety is due to increased overtime expenses associated with the Fire Department strike team response.



Governmental Funds

The following chart shows a comparison of the Governmental Fund balances from FY 19/20 to FY 20/21.

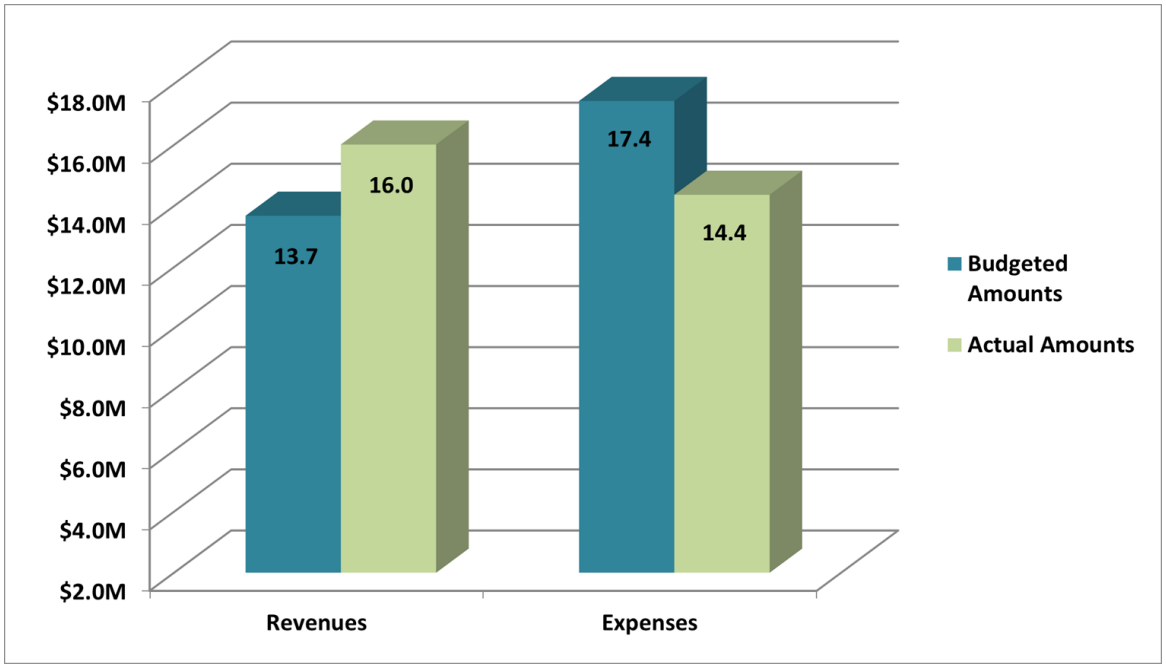
- The General Fund Balance on the left side of the chart and reported on page 17 of the audited financial statements includes Funds 101, 283, 286, 287, 289, and 593. This balance has increased to $11.4 million as of June 30, 2021.
- The General Fund Balance shown in the center of the chart is Fund 101 only. This balance increased to $10.5 million as of June 30, 2021.
- The Affordable Housing Trust Fund was moved to a major fund during FY 20/21 due to the increased activity associated with the CDBG grant-funded acquisition project at 723 Hunt Avenue. This balance decreased slightly to $1.9 million as of June 30, 2021.
- The Non-Major Fund Balance increased 2.9% to $11.8 million as of June 30, 2021.



General Fund: Budget vs. Actuals

The following chart shows a comparison of the General Fund budgeted revenues and expenses to actual revenues and expenses for FY 20/21.

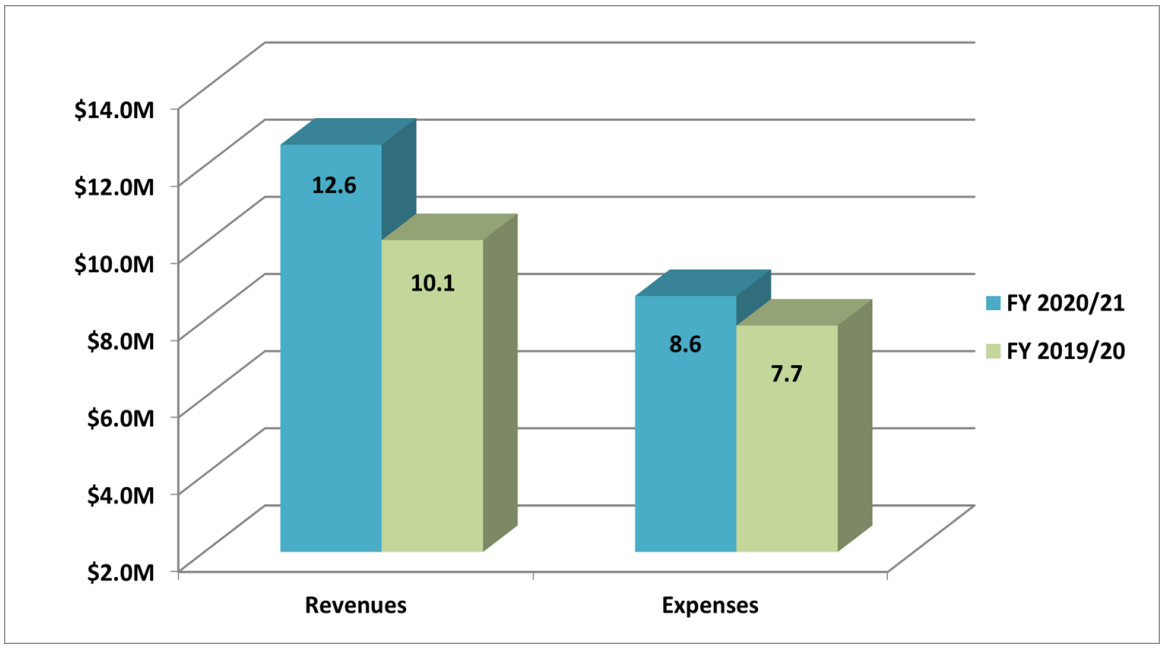
- General Fund Revenues exceeded budgeted amounts by $2.3 million. Estimates were conservative and based on a slow recovery from the impacts of the COVID-19 pandemic and shelter-in-place orders which took effect in March 2020. However, actual revenues received showed economic recovery started sooner than anticipated.
- General Fund actual expenditures were less than adopted expenditures by $3.0 million. The primary reason for the savings was due to contracts not being expended for projects that continued into the following fiscal year.



Business-Type Activities: Revenues and Expenses

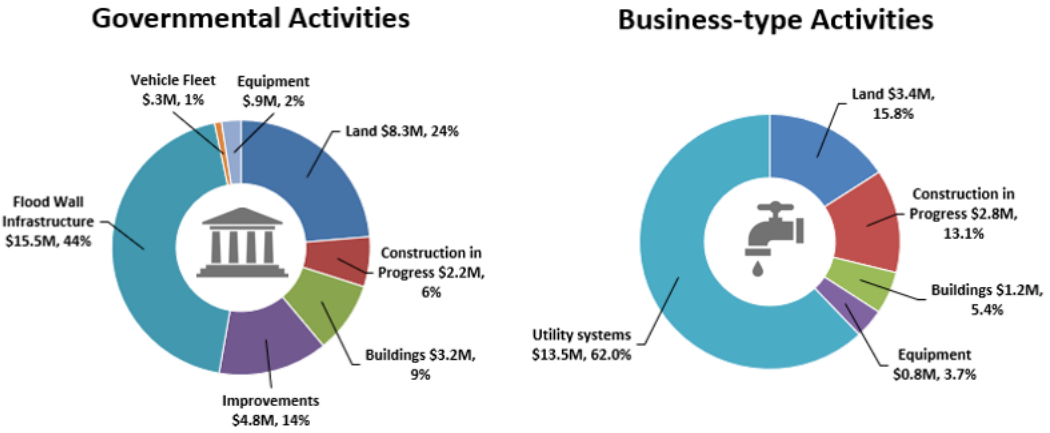
The following chart shows a comparison of the business-type activities from FY 19/20 to FY 20/21.

- Revenues increased by 24.5% to $12.6 million. The increase was attributed to a scheduled rate increase in November 2021 and water overuse penalties assessed during Phase II of the water emergency.
- Expenses increased by 9.7% to $8.6 million. The increase was primarily due to contracts for services related to the water emergency.



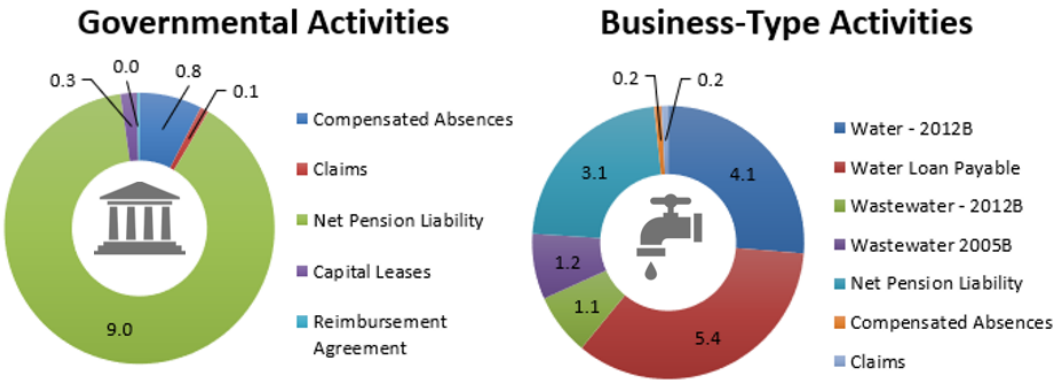
Capital Assets

At the end of fiscal year 2021, the City had invested $56.9 million in a broad range of capital assets. This was a net increase of $3.3 million, which was primarily related to the addition of W-26: Upper York Creek Dam after the project was completed.



Debt

At the end of fiscal year 2021 Governmental Activities had $10.6 million in long-term debt liabilities and Business-type Activities had $14.6 million. The overall debt decreased by 1.5% from the prior year. The minimal decline was a result of the regular debt payments that were made during the fiscal year.



FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends the City Council receive accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2021.

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **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

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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.

The City Council determined at the May 24, 2022 City Council meeting to postpone in-person meetings until the second meeting in July.

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, April 26, 2022 and May 24, 2022. This is being reconsidered on June 14, 2022.

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

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

ATTACHMENTS

Attachment 1 - Resolution AB361

CITY OF ST. HELENA

RESOLUTION NO. 2022-

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

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

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

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

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

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

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

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

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

SECTION 2. The City Council has reconsidered the circumstances of the state of emergency.

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

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

Approved at a Regular Meeting of the St. Helena City Council on June 14, 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

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Dr. April Mitts and Ratifying the City Manager's Appointment to serve as the Assistant City Manager**

CEQA Determination: **Not a CEQA project**

Prepared By: James C. McCann, Interim City Manager

Reviewed By: James C. McCann, Interim City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

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.

My May 24, 2022 staff report to the City Council (see Attachment 3) recommended that the Council create and authorize the filing of an Assistant City Manager position. The City Council authorized the creation of this position and its filing at the May 24, 2022 regular meeting. I believe that it is in the best interests of the organization and the City of St. Helena to have our Administrative Services Director April Mitts assume this important position; I wish to appoint her and seek the Council's ratification of this action.

DISCUSSION

As outlined in the May Council report, the Assistant City Manager position will add much needed high-level staff capacity to directly address City Council's Goal 3 of your Work Plan to "Enhance Organizational Performance…". Filing this position will substantially

expand our capabilities to address priorities and deliver projects, initiatives, and services in a more timely, thoughtful, strategic, and coordinated fashion. The Assistant City Manager will work directly with the City Manager and City Council to advance Council and community goals and priorities. This additional capacity will facilitate success on critical needs and provide oversight and management of important programs and initiatives.

Ms. Mitts has been with the City of St. Helena for almost eight years; seven of which she served as our Finance Director until being elevated to the broad position she presently holds as Administrative Services Director last year. She was an Administrative Analyst with a Southern California city for six years in between management positions with private sector companies and a non-government organization.

While with St. Helena, Dr. Mitts (she holds a Doctorate in Public Administration from University of La Verne) has been responsible for all aspects of municipal finance and budgeting, has developed and implemented utility rate studies and structures, managed Human Resources and Information Technology services, developed for Council consideration numerous financial policies, and is the City's Risk Manager. April is fluent in all aspects of the City's municipal functions and a highly adaptable and responsible member of the executive team. Ms. Mitts takes the lead on a highly diverse range of assignments within the Administrative Services Department and outside of the Departments formal range of responsibilities.

In her Administrative Analyst role prior to joining St. Helena, April had substantial exposure to planning for and implementation of Information Technology systems, broad contract negotiation and procurement responsibilities, served as the City representative to other governmental agencies, and had direct involvement with labor negotiations and municipal policy development and implementation.

In addition to the Doctorate that she earned, April also holds a Masters of Arts in Organizational Management from University of Phoenix and a Bachelor of Arts in Political Science from Cal Poly, Pomona. April is an active member with the California Society of Municipal Finance Officials, the Government Finance Officers Association, the Municipal Management Association of Northern California, and the International City/County Management Association. She has obtained training innumerous areas including, but not limited to, human resources, finance, conflict resolution, and emergency operations management and meets all other requirements for the Assistant City Manager position. She is highly respected by the City Council, community members and City staff and by colleagues throughout the region and State. April is a highly talented workhorse with unending enthusiasm, drive, and tenacity—perfect traits for an Assistant City Manager! She works extremely effectively with executive and management staff and communicates easily and well with our general staff in the nine City departments. I am confident that she will thrive in this new opportunity and will deliver much-needed results and advancements for the organization and community. This new assignment will allow April to bring her talents to new areas, to grow professionally in our organization, and to directly

assist the new City Manager in addressing the City Council's Goals and Work Plan assignments.

The range of duties and assignments of the Assistant City Manager are outlined in the recently adopted job description. However, the assigned duties will vary and change over time to meet specific needs of the organization as determined by the City Manager. It is expected that the Assistant City Manager will initially be involved in: providing oversight and direction to advance critical Capital Projects, driving the General Obligation Bond forward (preliminary results show it has been approved by voters at the June 7th election), providing oversight and management to Climate Action efforts, evaluating organizational needs and recommending changes, labor negotiations, and communication strategy development and implementation.

FISCAL IMPACT

Funding for this position can be absorbed in the remainder of the FY 2021/22 adjusted budget and has been included in the draft FY 2022/23 budget.

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached resolution.

ATTACHMENTS

Attachment 1 - Resolution Approving ACM Agreement
Attachment 2 - Employment Agreement AMitts ACM
Attachment 3 - May 24, 2022 Staff Report

CITY OF ST. HELENA

RESOLUTION NO. 2022-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN EMPLOYMENT AGREEMENT WITH DR. APRIL MITTS AND RATIFYING THE CITY MANAGER'S APPOINTMENT TO SERVE AS THE ASSISTANT CITY MANAGER.

RECITALS

WHEREAS, 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; and

WHEREAS, at the May 24,2022 City Council meeting, Interim City Manager McCann recommended that the Council create and authorize the filing of an Assistant City Manager position, and the City Council authorized the creation of this position and its filing at the May 24, 2022 regular meeting; and

WHEREAS, the City Manager believes it is in the best interests of the organization and the City of St. Helena to have the City's Administrative Services Director April Mitts assume this important position based on her education, knowledge, skills, and abilities; and

WHEREAS, Interim City Manager McCann wishes to appoint Dr. April Mitts as the Assistant City Manager and seeks the Council's ratification of this action.

RESOLUTION

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

1. Approve and authorize the City Manager to enter into an employment agreement effective June 20, 2022 with Dr. April Mitts to serve as the City's Assistant City Manager.

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EMPLOYMENT AGREEMENT FOR ASSISTANT CITY MANAGER

Between

CITY OF ST. HELENA AND DR. APRIL MITTS

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of June 15, 2022, between THE CITY OF ST. HELENA, a municipal corporation (City), and Dr. April Mitts (Assistant City Manager), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Dr. April Mitts as Assistant City Manager for the City of St. Helena.

WHEREAS, Dr. April Mitts desires to serve as Assistant City Manager of the City of St. Helena beginning on June 20, 2022.

WHEREAS, Dr. April Mitts has the necessary education, experience, skills and expertise to serve as the City's Assistant City Manager; and

WHEREAS, The City Manager, as appointing power, and April Mitts desire to agree in writing to the terms and conditions of Dr. April Mitts' employment as the Assistant City Manager.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Assistant City Manager

   a) Assistant City Manager shall have the powers and shall perform the functions and duties specified in the job description and in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, as well as to perform other legally permissible and proper duties and functions as the City Manager may from time-to-time assign.

   b) Assistant City Manager shall perform her duties to the best of her ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

   c) Assistant City Manager shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under the

Agreement and annually thereafter, Employee must complete disclosure forms required by law.

d) Assistant City Manager shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Assistant City Manager.

e) Assistant City Manager shall devote full time to the performance of her duties; the Assistant City Manager shall notify the City Manager of any outside employment, which employment shall not interfere with the Assistant City Manager's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

f) Assistant City Manager shall maintain all applicable certifications and licenses required for the Assistant City Manager, as a condition of her employment, including a valid California Driver's License unless it is not possible because of a documented medical reason.

2. Term

The Agreement is effective June 20, 2022, and will continue in effect until terminated as provided herein. As stated in Section 3, Assistant City Manager's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

a) The Parties recognize and affirm that: (1) the Assistant City Manager is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Assistant City Manager for any form of continued employment, and (3) upon termination of the Agreement, the Assistant City Manager understands that she has no right to any further employment, in any capacity, with the City. Ther Agreement is the sole and exclusive basis for an employment relationship between the Assistant City Manager and the City.

b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Assistant City Manager; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

The Agreement may be terminated as follows:

a) **By Mutual Agreement**. The City Manager and Assistant City Manager may terminate this Agreement at any time by mutual written agreement.

b) **Termination by City**. The City Manager may, in her or his sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Assistant City Manager.

c) **Severance**. Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Assistant City Manager is still willing and able to perform the duties of Assistant City Manager, the Assistant City Manager shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Assistant City Manager after notice of the termination shall be debited from the period of severance pay. Eligibility for such severance payment is expressly conditioned upon Assistant City Manager's execution, and non-revocation, of a written agreement for (i) a waiver and release of any and all claims against City, (and its officers, elected officials, employees, etc.) to the full extent permitted by law, and (ii) a covenant not to sue. (An appropriate written agreement will be prepared by the City Attorney and furnished to Employee.) However, in the event the Assistant City Manager is terminated for cause, the Assistant City Manager shall be entitled to only the compensation earned and accrued and such termination benefits and payments as may be required by law, but shall not be entitled to any severance benefits.

d) **Resignation by Assistant City Manager**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Assistant City Manager to resign at any time from her position as Assistant City Manager. Assistant City Manager may terminate this Agreement by submitting written notice of her resignation to City. As a courtesy, Assistant City Manager shall give the City thirty (30) days written notice of her intention to resign.

e) **Rights and Remedies of Director upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Assistant City Manager any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate her employment, except as may be required under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to

overturn the termination.

f) **Resignation in Lieu of Termination**. If the Assistant City Manager is terminated without cause, the Assistant City Manager shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Assistant City Manager resigned, and Assistant City Manager would remain eligible for severance as provided in subsection (c) above.

g) **Administrative Leave.** The City Manager may place the Assistant City Manager on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Assistant City Manager for her services pursuant to the City's publicly available salary schedule for the Director. Effective June 20, 2022, the Assistant City Manager's shall be placed at Step B of the Assistant City Manager salary schedule (currently $181,406). Salary for the Assistant City Manager shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager within the publicly available salary schedule. The Assistant City Manager shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) **Performance Review.** The City Manager shall evaluate the Assistant City Manager's performance by December 20, 2022, and at least annually thereafter.

(c) **CalPERS.** CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a PEPRA Member (2%@62), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program and makes no promises regarding any particular level of benefits that will be provided under that program.

(d) The City participates in Social Security; the employee contribution (currently 6.2%) will be deducted from the Director's gross pay.

(e) Assistant City Manager shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Assistant City Manager's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Assistant City Manager shall receive full vacation accrual of that which a regular full-time employee accumulates in accordance with the full-time vacation entitlement schedule in accordance with the City's Unrepresented Compensation Program for Department Heads and Mid-Managers. The maximum amount of accrued vacation may not exceed 380 hours.

(g) Assistant City Manager shall receive full accruals that Departments Heads receive for personal convenience holidays (floating holidays) in accordance with City's Unrepresented Compensation Program for Department Heads and Mid-Managers.

(h) Assistant City Manager shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited.

(i) Assistant City Manager shall be entitled to twelve (12) days sick leave each year in accordance with the City's Unrepresented Compensation Program for Department Heads and Mid-Managers.

(j) For purpose of calculating vacation accruals, personal convenience holidays, and sick leave payout; shall be based on the Assistant City Manager's initial date of hire with the City which is November 5, 2014.

(k) **Vehicle Allowance.** Assistant City Manager will receive a vehicle allowance of $200 per month.

(l) **Communications.** Assistant City Manager will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(m) **Professional Development and Training.** City shall pay for Assistant City Manager's annual training and membership to essential professional associations.

(n) **Hours of Work.** The Assistant City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the

obligations of the Assistant City Manager position. If mutually agreed to between the City Manager and the Assistant City Manager, the Assistant City Manager may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Assistant City Manager shall keep all information acquired through their position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Assistant City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Assistant City Manager's duties as Assistant City Manager. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Assistant City Manager:

(a) In the event the Assistant City Manager is placed on paid leave pending an investigation, Assistant City Manager shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for the Assistant City Manager legal criminal defense, she shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Assistant City Manager may receive from City must be fully reimbursed to City if she is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

TO EMPLOYEE: April Mitts
Last home address on file with the City

12. Entire Agreement

Ther Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Assistant City Manager and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Assistant City Manager may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Assistant City Manager acknowledges that she has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters into this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Assistant City Manager have entered into and executed this Agreement as of the 14 day of June 2022.

CITY OF ST. HELENA
A Municipal Corporation

By: _____
James McCann

ASSISTANT CITY MANAGER

By: _____
Dr. April Mitts

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

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

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;

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 charges 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.

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 PUBLICY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted May 24, 2022

[1] Includes addition of Assistant City Manager position effective May 24, 2022.

FY 2021-2022

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
City Clerk	Annual	103,871	109,064	114,517	120,243	126,255
	Monthly	8,656	9,089	9,543	10,020	10,521
	Hourly	49.94	52.43	55.06	57.81	60.70
Library Director	Annual	124,833	131,074	137,628	144,509	151,735
	Monthly	10,403	10,923	11,469	12,042	12,645
	Hourly	60.02	63.02	66.17	69.48	72.95
Parks & Recreation Director	Annual	126,426	132,747	139,385	146,354	153,672
	Monthly	10,535	11,062	11,615	12,196	12,806
	Hourly	60.78	63.82	67.01	70.36	73.88
Administrative Services Director	Annual	136,412	143,233	150,394	157,914	165,810
	Monthly	11,368	11,936	12,533	13,159	13,817
	Hourly	65.58	68.86	72.30	75.92	79.72
Planning & Building Director	Annual	139,909	146,905	154,250	161,963	170,061
	Monthly	11,659	12,242	12,854	13,497	14,172
	Hourly	67.26	70.63	74.16	77.87	81.76
Fire Chief [2]	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[1]	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 [2] [3]	Annual					196,526
	Monthly					16,377
	Hourly					94.48

(3) Salaries do not have a scale.

(3) 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 PUBLICY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted May 24, 2022

(2) Addition of Treatment Manager position effective May 24, 2022.

FY 2021-2022

		Steps				
Position	**Timebase***	**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 (2)	Annual	102,713	107,849	113,241	118,903	124,848
New Postion	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
Confidential Positions						
Assistant to City Manager (1)	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 (1)	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 (1)	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 (1)	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

(1) 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 FOLLOIWNG 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 DEPARTMNET, 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:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **CONSENT ITEMS**

Subject: **Consideration and Proposed Approval of a Resolution approving an Employment Agreement with Mandy Kellogg and Ratifying the City Manager's Appointment to serve as the Administrative Services Director.**

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

BACKGROUND

With the appointment of April Mitts, the City's Administrative Services Director to the newly created Assistant City Manager position, there is a need fill the Administrative Services Director position and opportunity to advance Mandy Kellogg, our existing Assistant Administrative Services Director to this department head position.

DISCUSSION

Ms. Kellogg has been with the City of St. Helena for thirteen years and has held the Assistant Administrative Services Director position since June of 2021. She was the City's Finance Manager for 5 years and has held numerous positions in the Administrative Services, Finance and Human Resources departments over the years. Mandy has tremendous hands-on experience and familiarity with the functions of St. Helena's Administrative Services Department and the financial functions of the City. She has great depth and proven skills in financial planning and controls as well has a highly advanced grasp on municipal budgeting and forecasting. She is deeply knowledgeable of the City's Capital Improvement Program and the funding strategies for operations and capital projects. Mandy is conversant with utility rate development and implementation of rate structures. She has experience in management of Human Resources and Information Technology services and is experienced in labor negotiations, labor contract and

personnel management. Mandy is the City's lead on most grants through local, state and federal programs and is viewed as expert in CDBG and FEMA grant processes.

Ms. Kellogg holds a Bachelor of Arts from Sacramento State University and expects to complete a Master of Public Administration from Sonoma State University in Spring 2023. Mandy is an active member with the California Society of Municipal Finance Officials and Government Finance Officers Association. Ms. Kellogg has completed professional certificate programs in the fields of government accounting, community leadership, and emergency operations management and meets all other requirements for the Director position. She is well respected among City personnel and fellow municipal financial colleagues and has been an effective mentor and leader of staff. She is correctly viewed as a highly capable, hardworking, professional and highly confidential member of the City team. She will be a strong Director and a valuable member of the Executive Team.

FISCAL IMPACT
Funding for this position is included in the FY 2021/22 adopted budget.

RECOMMENDED ACTION
Staff recommends the City Council adopt the attached resolution.

ATTACHMENTS
Attachment 1 - Resolution Approving ASD Agreement
Attachment 2 - Employment Agreement MKellogg

CITY OF ST. HELENA

RESOLUTION NO. 2022-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN EMPLOYMENT AGREEMENT WITH MANDY KELLOGG AND RATIFYING THE CITY MANAGER'S APPOINTMENT TO SERVE AS ADMINISTRATIVE SERVICES DIRECTOR.

RECITALS

WHEREAS, with the appointment of April Mitts, the City's Administrative Services Director to the newly created Assistant City Manager position, there is a need to fill the Administrative Services Director position and opportunity to advance Mandy Kellogg, the City's current Assistant Administrative Services Director to this department head position; and

WHEREAS, Ms. Kellogg has been with the City of St. Helena for thirteen years and has held the Assistant Administrative Services Director position since June of 2021. She was the City's Finance Manager for 5 years and has held numerous positions in the Administrative Services, Finance and Human Resources departments over the years; and

WHEREAS, the City Manager believes it is in the best interests of the organization and the City of St. Helena to have the City's Assistant Administrative Services Director Mandy Kellogg assume the role of Administrative Services Director based on her education, knowledge, skills, and abilities.

RESOLUTION

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

1. Approve and authorize the City Manager to enter into an employment agreement effective June 20, 2022 with Mandy Kellogg to serve as the City's Administrative Services Director.

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EMPLOYMENT AGREEMENT FOR ADMINISTRATIVE SERVICES DIRECTOR

Between

CITY OF ST. HELENA AND MANDY KELLOGG

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of June 15, 2022, between THE CITY OF ST. HELENA, a municipal corporation (City), and Mandy Kellogg (Administrative Services Director), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Mandy Kellogg as Administrative Services Director for the City of St. Helena.

WHEREAS, Mandy Kellogg desires to serve as Administrative Services Director of the City of St. Helena beginning on June 20, 2022.

WHEREAS Mandy Kellogg has the necessary education, experience, skills and expertise to serve as the City's Administrative Services Director; and

WHEREAS, The City Manager, as appointing power, and Mandy Kellogg desire to agree in writing to the terms and conditions of Mandy Kellogg's employment as the Administrative Services Director.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Administrative Services Director

   a) Director shall have the powers and shall perform the functions and duties specified in the job description and in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, as well as to perform other legally permissible and proper duties and functions as the City Manager may from time-to-time assign.

   b) Director shall perform her duties to the best of her ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

   c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under the

Agreement and annually thereafter, Employee must complete disclosure forms required by law.

d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Administrative Services Director.

e) Director shall devote full time to the performance of her duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

f) Director shall maintain all applicable certifications and licenses required for the Administrative Services Director, as a condition of her employment, including a valid California Driver's License unless it is not possible because of a documented medical reason.

2. Term

The Agreement is effective June 20, 2022, and will continue in effect until terminated as provided herein. As stated in Section 3, Director's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment, and (3) upon termination of the Agreement, the Director understands that she has no right to any further employment, in any capacity, with the City. Ther Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.

b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Administrative Services Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

The Agreement may be terminated as follows:

a) **By Mutual Agreement**. The City Manager and Director may terminate this Agreement at any time by mutual written agreement.

b) **Termination by City**. The City Manager may, in her or his sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.

c) **Severance**. Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Administrative Services Director, the Director shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. Eligibility for such severance payment is expressly conditioned upon Director's execution, and non-revocation, of a written agreement for (i) a waiver and release of any and all claims against City, (and its officers, elected officials, employees, etc.) to the full extent permitted by law, and (ii) a covenant not to sue. (An appropriate written agreement will be prepared by the City Attorney and furnished to Employee.) However, in the event the Director is terminated for cause,the Director shall be entitled to only the compensation earned and accrued and such termination benefits and payments as may be required by law, but shall not be entitled to any severance benefits.

d) **Resignation by Director**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Director to resign at any time from her position as Administrative Services Director. Director may terminate this Agreement by submitting written notice of her resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of her intention to resign.

e) **Rights and Remedies of Director upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate her employment, except as may be required under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

f) **Resignation in Lieu of Termination**. If the Director is terminated without cause,

the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director resigned, and Director would remain eligible for severance as provided in subsection (c) above.

g) **Administrative Leave.** The City Manager may place the Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Director for her services pursuant to the City's publicly available salary schedule for the Director. Effective June 20, 2022, the Director's shall be placed at Step C of the Administrative Services Director salary schedule (currently $150,394). Salary for the Director shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager within the publicly available salary schedule. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) **Performance Review.** The City Manager shall evaluate the Director's performance by December 20, 2022, and at least annually thereafter.

(c) **CalPERS.** CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a Classic Tier One Member (2%@55), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program and makes no promises regarding any particular level of benefits that will be provided under that program.

(d) The City participates in Social Security; the employee contribution (currently 6.2%) will be deducted from the Director's gross pay.

(e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or

policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Director shall receive full vacation accrual of that which a regular full-time employee accumulates in accordance with the full-time vacation entitlement schedule in accordance with the City's Unrepresented Compensation Program for Department Heads and Mid-Managers. The maximum amount of accrued vacation may not exceed 380 hours.

(g) Director shall receive full accruals that Departments Heads receive for personal convenience holidays (floating holidays) in accordance with City's Unrepresented Compensation Program for Department Heads and Mid-Managers.

(h) Director shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited.

(i) Director shall be entitled to twelve (12) days sick leave each year in accordance with the City's Unrepresented Compensation Program for Department Heads and Mid-Managers.

(j) For purpose of calculating vacation accruals, personal convenience holidays, and sick leave payout; shall be based on the Director's initial date of hire with the City which is February 17, 2009.

(k) **Vehicle Allowance.** Director will receive a vehicle allowance of $200 per month.

(l) **Communications.** Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(m) **Professional Development and Training.** City shall pay for Director's annual training and membership to essential professional associations.

(n) **Hours of Work.** The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through their position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Administrative Services Director. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Director:

(a) In the event the Director is placed on paid leave pending an investigation, Director shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for the Director legal criminal defense, she shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Director may receive from City must be fully reimbursed to City if she is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

TO EMPLOYEE: Mandy Kellogg
Last home address on file with the City

12. Entire Agreement

Ther Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Director and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Director may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Director acknowledges that she has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters into this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Administrative Services Director have entered into and executed this Agreement as of the 14 day of June 2022.

CITY OF ST. HELENA

A Municipal Corporation

By: _____
James McCann

ADMINISTRATIVE SERVICES DIRECTOR

By: _____
Mandy Kellogg

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **PUBLIC HEARINGS**

Subject: **Discussion of Potential Activities and Projects for Inclusion in the 2022 Community Development Block Grant (CDBG) Applications; and (1) Consideration of Approval of a Resolution Approving Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2021-2022 Funding Year of the State CDBG Program.**

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:

Program	**Application Due Date**
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.

On May 24, 2022, staff presented the following project ideas during a public hearing to be included in the 2022 NOFA application period:

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.

During the presentation, City Council was informed that total proposed funding requests for all four projects exceed the allowable maximum amount funding request of $1.5 million and therefore not all projects with the proposed amounts could be included in the funding request. After City Council discussed the proposed projects a recommendation was made to present two different resolutions at the subsequent public hearing on June 14th as follows:

1. Include all four projects to submit applications for funding with reduced funding requests so that the total aggregate amount would not exceed $1.5 million.
2. Only include three of the four projects, with the proposed maximum funding requests with a total aggregate amount of $1.5 million. The three projects selected would be based on the probability of application approval.

Following the May 24, 2022 meeting, staff learned that only three applications may be submitted during this funding period. Based on the direction provided by City Council on May 24, 2022, and recognizing the three application restriction, staff is making the following recommendations for activities to be included in the 2022 NOFA applications:

1. **Housing Assistance - Housing Rehabilitation Program:** Funding request of $500,000
2. **Public Services - Rental Subsistence Program:** Funding request of $500,000
3. **Economic Development - Sewer Lateral Replacement Project:** Funding request of $500,000

The Planning and Technical Assistance application was excluded after consulting with City's Building and Planning Director based on two primary factors: (1) a feasibility analysis and comparison of sites for new affordable housing had previously been prepared by Vernazza Wolfe Associates Inc. in 2015 and (2) the City is currently in the process of updating its Housing Element which will show how the City will accommodate its Regional Housing Needs Allocation (RHNA), including housing for low and very-low income categories.

FISCAL IMPACT

If awarded, an approved CDBG application is 100% grant-funded, including the costs to administer the grant.

RECOMMENDED ACTION

Recommendation of Approval of a Resolution Approving Applications for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2021-2022 Funding Year of the State CDBG Program.

ATTACHMENTS

Resolution 2022- Authorizing Submittal of CDBG Grant Application
Attachment A - NOFA-CDBG-2022-NOFA-Final

APPENDIX D

Resolution of the Governing Body

Applicants are required to use this Resolution in content and form.

RESOLUTION NO. ____

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the City of St. Helena as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $ 1,500,000.00 for the following CDBG activities, pursuant to the January 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

Activity (*i.e. Public Services, Housing Rehabilitation*)	**Dollar Amount Being Requested for the Activity**
Housing Rehabilitation	$ 500,000.00
Public Services - Rental Assistance	$ 500,000.00
ED - Infrastructure in Support of Businesses	$ 500,000.00
	$

Note: Similar to the above, any Colonia or Native American Set-Aside activities must be included separately in the Resolution.

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $ 0.00 for the CDBG activities described in Section 1.

APPENDIX D

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the (title of designated official) City Manager, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the (title of designated official) City Manager, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the (title of designated official) City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*

APPENDIX D

PASSED AND ADOPTED at a regular meeting of the City Council of the City of St. Helena held on 06/14/22 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: 0 NOES: 0
ABSENT: 0 ABSTAIN: 0

Authorized Signature Date

Mayor
Signer's Title

STATE OF CALIFORNIA
City of St. Helena

I, Cindy Tzafopoulos, City Clerk of St. Helena of the City of St. Helena, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 14.0 day of June, 2022.

CindyTzafopoulos, City Clerk of St. Helena
of the City of St. Helena, State of California
By:

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

PRINT START OVER

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

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

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

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**

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.**

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

April 6, 2022

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Note –	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.

(Activity + Activity Delivery) * 0.07 = 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 grand 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 cdbg@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 onthe 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,
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.

This 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**. 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
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

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **OLD BUSINESS**

Subject: **Discussion and direction regarding the process and appointments to boards, commissions, committees, and ad hoc assignments**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

At the May 24, 2022 regular City Council meeting, Council Member Hardy requested a discussion item regarding appointments to boards, commissions, committees, and ad hoc assignments. Council Member Hardy made a motion that unanimously passed to agendize the appointment process for this June 14, 2022 regular Council meeting.

DISCUSSION

Per the request of the City Council, staff has provided Municipal Code Section 2.08.010 and City Council Rules of Procedure for the Conduct of Council Meetings & Standards of Conduct Section 2.25 for discussion and direction. The municipal code section and complete rules of procedure are attached to the staff report. Below includes excerpts for ease of review:

Municipal Code Section 2.08.010 Mayor's term of office and duties.

> *A. As determined by the electors in the general municipal election held on November 2, 1976, the city shall have an elected mayor who shall serve a two-year term of office. Except where the City Council may provide otherwise by ordinance that the instruments described in subsections (A)(1), (2) and (3) of this section be signed by an officer other than the Mayor, the Mayor shall sign:*

1. *All warrants drawn by the City Treasurer.*
2. *All written contracts and conveyances made or entered into by the City.*
3. *All instruments requiring the City Seal.*

B. The Mayor may administer oaths and affirmations, take affidavits, and certify them under his hand.

C. The Mayor may acknowledge the execution of all instruments executed by the city and required to be acknowledged.

D. The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by state law. (emphasis added)

City Council Rules of Procedure for the Conduct of Council Meetings & Standards of Conduct Section 2.25 Appointments to Committees and Boards

The City Clerk posts a Notice of Vacancy in the City designated posting locations, the City's website and sends a Media Release to the St. Helena Star advertising vacancies to Commissions, Committees and Boards.

Applicants must submit a completed application to the City Clerk and shall be interviewed by the Council at a special meeting prior to a regular meeting. Applicants are requested to list references on their applications and individual Council Members may contact those references as part of the interview process. Council Members contacting references should disclose this information during the appointment process.

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. ***Council shall rank all applicants from highest to lowest and appoint by ballot process. Mayor shall nominate applicants and appointments are subject to approval by the majority of Council. (emphasis added)***

Depending on the qualifications of the applicants and the needs of the City, there may be times when the City Council does not appoint an applicant who has applied. If an applicant is not appointed, the City Clerk will automatically readvertise for the vacant position(s) to seek additional applicants.

The Council has traditionally followed these processies for appointment to ad hoc groups as well.

Staff polled other cities to inquire about their nomination and/or appointment process. Below is a summary of other policies with the full policy attached, if available.

Practices by other agencies (Attachment 4):

City of Napa	Calistoga	Yountville	Sonoma	American Canyon
The City of Napa has three alternative appointment processes. 1. The City Council may waive the interviews and make an appointment at a noticed meeting. 2. The City Council appoints two Council members to a nomination committee that make the recommendation to the City Council and the recommendations are approved by the majority of the Council. 3. Full City Council interview process and ballot votes. The applicant with the greatest votes is appointed and approved by the majority of the Council.	The City of Calistoga is currently working with a consultant to draft Council rules of procedure for Council consideration at a later date. The past practice has been the Mayor makes the nomination with majority of Council approval.	The City of St. Helena modeled their nomination process after Yountville's. The difference is any member of the Yountville Council can make the nomination.	The City of Sonoma has many Boards, Committees and Commissions and the nomination process varies allowing a Council Member or the Mayor to make the nomination depending upon the body in question.	Any member of the Council can make the nomination with majority of Council approval.

Councilmember Hardy has requested this item be set for the Council's agenda to permit discussion of the Council's procedures and practices regarding appointments to advisory groups. This agenda item will allow Council to determine whether interest exists for clarification or change to the existing procedures and to provide direction to staff for action.

Staff recommends the City Council hear the interest and request from Council Member Hardy, examine and discuss the current and potential alternate nomination

or appointment process to Boards, Committees, Commissions, and ad hoc assignments and provide direction to staff.

FISCAL IMPACT
There is no fiscal impact.

RECOMMENDED ACTION
Discussion and direction.

ATTACHMENTS
Attachment 1 - Municipal Code Section 2.08.010 Mayor's term of office and duties
Attachment 2 - 2021-63 Rescinding Resolution 2019-18 Adopting Rules of Procedures
Attachment 3 - Nomination Examples from Napa and Yountville
Attachment 4 - Neighboring Cities Nomination Examples

2.08.010 Mayor’s term of office and duties.

A. As determined by the electors in the general municipal election held on November 2, 1976, the city shall have an elected mayor who shall serve a two-year term of office. Except where the city council may provide otherwise by ordinance that the instruments described in subsections (A)(1), (2) and (3) of this section be signed by an officer other than the mayor, the mayor shall sign:

1. All warrants drawn by the city treasurer.
2. All written contracts and conveyances made or entered into by the city.
3. All instruments requiring the city seal.

B. The mayor may administer oaths and affirmations, take affidavits, and certify them under his hand.

C. The mayor may acknowledge the execution of all instruments executed by the city and required to be acknowledged.

D. The mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by state law. (Ord. 11-1 § 1: prior code § 2.130)

CITY OF ST. HELENA

RESOLUTION NO. 2021-63

RESCINDING RESOLUTION NO. 2019-18 ADOPTING RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS AND CITY COUNCIL STANDARDS OF CONDUCT, AND RE-ESTABLISHING RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS AND RE-ESTABLISHING CITY COUNCIL STANDARDS OF CONDUCT

RECITALS

A. WHEREAS, City Council Rules of Procedure for the Conduct of Council Meetings are established to provide an effective environment for the City Council to provide leadership; and

B. WHEREAS, City Council Standards of Conduct are established to provide guidance to Council Members to assist in fully understanding the role and scope of the responsibilities of office; and

C. WHEREAS, City Council reviews City Council Rules of Procedure for the Conduct of Council Meetings and reviews City Council Standards of Conduct and revise as deemed necessary; and

D. WHEREAS, on May 11, 2021 the City Council adopted a new Council Vision and Council Mission; and

E. The City Council Rules of Procedure for the Conduct of Council Meetings & Standards of Conduct have been updated to include the new Council Vision and Council Mission.

RESOLUTION

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

1. Resolution No. 2019-18 Adopting Rules of Procedure for the Conduct of Council Meetings is hereby rescinded; and
2. City Council Rules of Procedure and Standards of Conduct are adopted and hereby made part of this resolution. Attached hereby as Exhibit A.

Approved at a Regular Meeting of the St. Helena City Council on May 11, 2021, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1876
Re-incorporated May 14, 1886
STATE OF CALIFORNIA

Exhibit A - City Council Rules of Procedure and Standards of Conduct

Exhibit A

CITY COUNCIL

RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

&

STANDARDS OF CONDUCT

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APPENDIX

Exhibit–*Rosenberg's Rules of Order*: Simple Parliamentary Procedures for the 21st Century

1. PURPOSE

The purpose for establishing City Council Protocols is to provide an effective environment for the City Council to provide leadership. The protocols may be amended by resolution adopted by a majority vote of the Council Members and should be reviewed on a regular basis to ensure that the document remains helpful to the Council by providing a framework for effective leadership.

The protocols set forth herein are not intended to limit the inherent power and general legal authority of the City Council. Any of the protocols herein may be waived by a majority vote of the Council Members when it is deemed that there is good cause to do so based upon the particular facts and circumstances.

1.1 Council-Manager Form of Government

The City of St. Helena operates according to the Council-Manager form of government which vests authority in an elected City Council which, in turn, hires an appointed executive, the City Manager. The City Council is composed of five members elected from the City on a nonpartisan basis to serve overlapping four-year terms. The Mayor is elected at-large to serve a two-year term as presiding officer at City Council meetings and as the official head of the City for legislative and ceremonial purposes. The City Manager is appointed by the City Council and serves at the pleasure of that body.

The City Council is the City's legislative and policy-making body. Acting as a whole, the City Council is responsible for setting the direction of City policy and for adopting ordinances, resolutions and other orders as necessary for governing the City. The City Manager is responsible for the overall administration of the City, which includes implementation of the general policies set by the City Council in addition to the day-to-day operation of all City functions. The City Manager, with the help of the Staff, provides the City Council with the information needed to fulfill its policy-making role.

The Council-Manager form of government separates legislative and executive responsibilities in a manner similar to state and federal governments. This system provides "checks and balances" of both policy and administrative branches of government by limiting the power of each.

1.2 City Council Vision and City Council Mission

Council Vision

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational

opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.

Council Mission

The City of St. Helena is dedicated to serving its citizens by:

- Promoting a culture of equity, diversity and inclusion
- Supporting thriving families and ensuring the health and wellbeing of our youth
- Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
- Preventing, preparing for, and mitigating fire and other local emergencies
- Improving and maintaining City infrastructure
- Updating our water management policies to ensure an adequate water supply
- Responding innovatively to climate change challenges and adopting environmentally sustainable best practices
- Preserving our historic, small-town, rural character
- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

(See Resolution Number 2021-__, dated May 11, 2021.)

2. RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

2.1 Regular Meeting

The Council shall hold a Regular Meeting on the second and fourth Tuesday of each month, except that the Council may by motion at a Regular Meeting and with adequate public notice, either cancel that meeting or reschedule it to some other date.

Regular Meetings shall be held at the Vintage Hall Board Room, 465 Main Street, St. Helena, and shall begin at 6:00 p.m. If it is necessary to hold a closed session prior to the start of a Regular Meeting, the closed session may begin earlier than the normal starting time to allow the Regular Meeting to begin at 6:00 p.m. The closed session shall begin in an open meeting and the Council shall adjourn to closed session.

2.2 Special, Emergency, and Adjourned Meetings

(a) **Special Meetings**. The Mayor or the Vice Mayor in the Mayor's absence or a majority of the members of the Council or the City Manager may at any time call a Special Meeting. At least twenty-four hours before a Special Meeting, written notice of the meeting stating its time and place and the subjects to be considered shall be (a) delivered to the Mayor and each Councilmember personally or by any other means; (b) posted on the Council's principal bulletin board, City website and place of meeting; and (c) emailed to the agenda subscribers. Only those items of business specified in the notice may be considered at a Special Meeting called in this manner.

(b) **Emergency Meeting.** The Council may hold an Emergency Meeting in emergency situations as set forth in the City's Municipal Code and State Law.

(c) **Adjourned Meeting**. A properly called Regular, Special, or Emergency Meeting may be adjourned to a time and place specified. A copy of the notice of adjournment shall be posted as specified on the door of the place where the meeting was held within twenty-four hours after the time of the adjournment. Further notice need not be given of an adjourned session of a properly called Regular, Special, or Emergency Meeting.

2.3 Regular Meeting Agenda

(a) **Setting and Posting of Agenda.** The agenda of business to come before the Council at a Regular Meeting shall normally be closed at the end of eighteen business days preceding the meeting. Under State Law the agenda for a Regular Meeting must be posted at least seventy-two (72) hours prior to the scheduled convening of the Regular Meeting, and no items may be added to the agenda fewer than seventy-two (72) hours prior to the meeting except as may be allowed by State Law. The City Council endeavors to publish the meeting agenda at least ten days prior to the meeting.

(b) **Placing Items on the Council Agenda.** Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Any Council Member may request that an item be considered on a future agenda during that portion of the City Council meeting and, upon agreement by a second Council Member concurring that Staff time and City resources should be expended on the item, the item shall be placed on the soonest practical regularly scheduled Council meeting as determined by the City Manager. A member of the public may request that an item be placed on a future agenda during Public Forum or through other communication with a Council Member. Staff reports may not be prepared on Council Member requested items until Council discussion has occurred and direction provided by the Council unless Staff otherwise determines. If Council action is contemplated, proposed action shall be included in the Staff report. The City

Manager may also add any item of business to a future agenda in his or her sole discretion.

(c) **Agenda Packet Distribution.** Each Councilmember shall be furnished a copy of the agenda and the package of agenda material by 5:00 p.m., on the Friday eleven days preceding a Regular Meeting, and the agenda and agenda materials shall be available for public inspection and distribution or copying at that time. Each Councilmember may opt out from receiving a paper agenda and instead receive and review the agenda electronically on a City issued iPad. Any agenda materials not included in the agenda package by 5:00 p.m., that Friday shall be separately identified, and the Council may by majority vote continue such agenda item until the following meeting to allow for proper study of the materials.

(d) **Order of Agenda.** The business of the Council shall be taken up for consideration in substantially the following order except as may be otherwise ordered:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Forum
5. Reports by Staff and City Council, Future Agenda Items and AB 1234 Reports
6. Presentations and Public Recognitions
7. Staff Briefing
8. Consent Items and Items Removed from Consent
9. Public Hearings
10. Old Business
11. New Business
12. Items likely to be placed on the next or future meeting agenda.
13. Adjournment

(e) A copy of the agenda and the package of agenda materials shall be made available for public inspection at City Hall and at the St. Helena Public Library at or near the time they are circulated to the City Council.

2.4 Public Testimony and Comments Before the Council

(a) **Addressing the Council Generally.** Each person addressing the Council may give his or her name and address (optional) in an audible tone of voice for the record. Each person's comments are limited to four minutes except as provided in section (b) regarding land use Public Hearings. In the further interest of time, speakers may be asked to limit their comments to

new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group. Speakers may not concede their allotted time to another speaker. The Mayor may extend time for the speaker.

(b) **Addressing Council at Land Use Public Hearings.** An applicant appellant at a land use Public Hearing shall be permitted to address the Council for 15 minutes following the Staff report. If there is a spokesperson for the opposition, the spokesperson shall be permitted to speak for 15 minutes. All other speakers are limited to four minutes each. Applicant shall first be permitted five minutes at close of public comments for rebuttal. If the applicant is the appellee the appellant shall have 15 minutes, the applicant appellee shall have 15 minutes, the appellant five minutes, and the applicant appellee five minutes.

(c) **Presentation by Spokesperson.** Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Council, and, in case additional matters are to be presented at the time by any other member of the group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetition before the Council.

(d) **Irrelevant Testimony.** The Mayor shall rule out of order any testimony not relevant to the agenda item then under discussion.

(e) **Protocol.** The purpose of public testimony is for Councilmembers to benefit from the views of the public. Comments from the public should be directed towards the Council. Councilmembers and Staff should avoid entering into a dialogue with members of the public who may address the Council. Questions raised by members of the public may be referred to Staff.

(f) **Public Comment on Agendized Items.** Members of the public are entitled to speak on any item on the agenda during a Public Hearing on the subject matter opened by the Mayor. Each person is entitled to speak on any agenda item only once at any meeting, and the right to speak at the appropriate time waives any further right to address the Council on that item at that meeting. Participation in debate on any item before the Council shall be limited to members of the Council, although Councilmembers may ask members of the public for additional information.

(g) **Public Comment on Non-Agendized Items.** Members of the public are entitled to speak on matters of municipal concern not on the agenda, during consideration of that portion of the meeting agenda entitled "Public Forum" when that item is called by the Mayor. Each person is entitled to speak on non-agendized items only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future

agendas, but in accordance with State Law, no substantive discussion may take place unless and until the matter properly appears on the agenda.

2.5 Roll Call and Voice Votes

A roll call vote shall be taken on the approval of the Consent Calendar, the introduction of ordinances, and the adoption of ordinances, resolutions, and orders for the payment of money. Roll call votes shall be entered in the minutes of the Council showing those members voting yes, those voting no, and those abstaining or absent.

Any other motion may be passed by voice vote provided, however, that any Councilmember may request a roll call vote on any items to be voted on.

2.6 Consent Items

Those items on the agenda considered routine by the City Manager shall be grouped together under "Consent Items" and the recommended actions approved by a single vote of the Council. At the request of any Councilmember or any other person, a Consent Item shall be considered separately following approval of the remaining "Consent Items." Items approved under the heading "Consent Items" will appear in the Council minutes in their proper form, as if approved item by item.

2.7 Reports

Under the agenda heading "Reports" the City Manager, other City Staff, and Councilmembers may make reports on matters not on the agenda. Also at this time, Councilmembers or Staff may identify issues or agenda items that need to be addressed by the City Attorney during the meeting, and may propose future agenda items.

2.8 Closing Time of Council Meetings

Council meetings shall adjourn by 9:00 p.m. However, the Council may by majority vote extend the meeting up to an additional thirty minutes (9:30 p.m.) if the Council deems such extension necessary. A unanimous Council vote shall be required to extend the meeting past 9:30 p.m. and adjourn by 10:00 p.m. Otherwise, the meeting shall be adjourned to another day acceptable to the Council, or unfinished business may be continued to the next regular meeting.

2.9 Old Business

"Old Business" will include uncompleted items carried over from a prior meeting agenda and placed under this agenda heading for consideration.

2.10 New Business

The Council shall not consider any resolution, motion, or matter which does not affect the conduct of the business of the City of St. Helena or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of the State or Nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of St. Helena or its officers or employees as such.

2.11 Office of the Mayor

The Mayor shall preside at meetings of the Council, shall be entitled to vote on all matters, and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. The Mayor will recognize members that wish to speak.

The Mayor shall have the following powers:

a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;

b) To enforce the Council's rules regarding public testimony and to determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;

c) To ensure that the public has reasonable opportunity to be heard;

d) To entertain and answer questions of parliamentary law or procedure;

e) To call a brief recess at any time;

f) To adjourn in an emergency;

g) To appoint a Vice Mayor subject to Council approval who shall serve during the term of the Mayor, and becomes the Mayor Pro Tempore in the Mayor's absence.

2.12 Office of Mayor Pro Tempore

A Councilmember who serves as Mayor pro tempore shall be entitled to vote on all matters and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. In the Mayor's absence, the Mayor pro tempore shall have the Mayor's powers and duties. If the Mayor should become physically or mentally unable to perform the duties of his or her office, the other Councilmembers may by unanimous vote declare the Mayor is incapacitated and confer the Mayor's powers and duties on the Mayor pro tempore.

When the Mayor declares that he or she is no longer incapacitated, and a majority of the Council concurs, the Mayor shall resume the exercise of his or her powers and duties. If both the Mayor and the Mayor pro tempore are absent from a

meeting, the Council may elect from among its members a temporary chair to preside at the meeting.

2.13 Action by the Council

Action by the Council shall be by motions made and voted upon. A motion shall require a second. The Mayor and any other Councilmember may make or second a motion. A substantive motion is out of order while another substantive motion is pending.

2.14 Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or the laws of California. Resolutions, orders for the payment of money, and all ordinances require at least three votes for passage.

2.15 Discussion

The City Council shall address an agenda item as follow:

(a) Staff shall introduce the agenda item and present the Staff report.

(b) City Council shall ask questions of Staff.

(c) The Mayor will invite public comment on the item.

(d) Having received all public testimony, the Council will deliberate on the matter.

(e) If appropriate, the Mayor will entertain a motion, including any motion proposed by the Mayor.

(f) If a motion has received a second, the Mayor shall state the motion and if any Council Member wishes for the discussion, open for additional Council discussion.

(g) The Mayor shall preside over the discussion according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A person who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the discussion shall alternate between opponents and proponents of the measure.

2.16 Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

2.17 Procedural Motions

(a) In addition to substantive proposals, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption.

(b) To Adjourn. The motion may be made only at the conclusion of action of a pending substantive matter; it cannot interrupt deliberation of a pending matter.

(c) To Take a Brief Recess.

(d) Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

(e) To Suspend the Rules. The motion requires for adoption a vote of a majority of the quorum of the Council. The Council may not suspend provisions of the rules that are state requirements imposed by law on the Council.

(f) To Divide a Complex Motion and Consider It by Paragraph.

(g) To Call the Previous Question. The motion is not in order until every member has had an opportunity to speak once.

(h) To Continue an Item to a Future Meeting Certain.

(i) To Refer to Staff for Action.

(j) To Amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if the amended motion has the same effect as rejection of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last amendment is disposed of by a vote.

(k) To Reconsider. The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain, or at the next Regular Meeting unless intervening actions taken based on the original action make such reconsideration impracticable. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

(l) To Rescind or Repeal a Previous Action. A motion to rescind or repeal a previous action is not in order if the rescission or repeal is

forbidden by law or made inappropriate by virtue of actions taken in accordance with the previous action.

(m) To call for a Straw Vote. The Mayor, at the Mayor's discretion, may call for a Straw Vote among members on any item prior to inviting public testimony or Council comment.

2.18 Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote, with or without the consent of any "seconder" of the motion. However, any other Councilmember may ask to be considered the introducer of the motion and, if again seconded, debate may continue without further interruption.

2.19 Duty to Vote

Every member must vote on every item unless prevented from doing so by virtue of an actual or potential conflict of interest under applicable State Law. Any member who believes he or she has a conflict or potential conflict of interest must announce such at the initiation of discussion or when such conflict or potential conflict becomes apparent, and shall refrain from any part in the debate, deliberations, or voting on that issue, except as allowed by State Law.

2.20 Introduction and Passage of Ordinance

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Council. The Mayor shall read the title of the ordinance, after which a roll call vote shall be taken to introduce the ordinance. The City Clerk shall then read the ordinance in its entirety unless such reading is waived by a separate motion adopted by unanimous vote of the Councilmembers present. An ordinance, other than an urgency, may not be passed within five days of its introduction or alteration. Corrections of typographical or clerical errors are not alterations.

2.21 Closed Sessions

(a) The Council may hold closed sessions only as provided for by law and according to the provisions herein.

(b) As part of any regular or special City Council meeting as appropriate, the City Council, the City Attorney, and relevant Staff may discuss and agree upon the need for any future closed sessions, including the legal authority for the closed session and the nature of the matter to be discussed, in adequate detail to meaningfully inform the public while maintaining required confidentiality and any applicable attorney-client privilege. Where the City Manager and City Attorney agree that the

nature of a matter requires consideration in closed session, the requirement for prior open session discussion shall not apply.

(c) The City Council agenda for any regular or special Council meeting shall include general information about closed sessions as follows:

> The City Council will convene in open session at the stated time, but will then adjourn to address any closed sessions items listed on the agenda. The public is invited to address the Council with comment on any listed closed session item immediately prior to Council's adjournment into closed session or consistent with any other provisions permitting public comment. The Council will reconvene in Public Session at 6:00 p.m. or at the first Council meeting following any closed session. At that time, if appropriate and as required under the Brown Act, any actions taken during the preceding closed session will be announced by the City Attorney or Mayor. If necessary, the Council may reconvene in closed session to continue discussion of listed items following the completion of open session business.

(d) The City Council agenda for any regular or special Council meeting at which the Council will adjourn to closed session shall provide notice of that closed session as provided for under the Brown Act and shall include a narrative description of the legal authority for the closed session and the nature of the matter to be discussed in adequate detail to inform the public while maintaining required confidentiality or any applicable attorney-client privilege. Reporting out of closed session shall be consistent with the requirements of Brown Act, and may be of greater detail than required when the disclosure of such detail is not inconsistent with maintaining required confidentiality and any applicable attorney-client privilege.

2.22 Quorum

A majority of the actual membership of the Council, including the Mayor but excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

2.23 Telephonic Attendance Of Council Members At Council Meetings

(a) The City Council Procedures provisions concerning Telephonic Attendance shall apply to all Boards and Commissions as well as the City Council. Requests by Council Members to attend a Council meeting via telephonic appearance are actively discouraged.

Telephonic attendance shall only be permitted in the event of extraordinary events such as a medical, family or similar emergency requiring a Council Member's absence. In addition, at least a quorum of the Council must participate from a location within the City (Government Code Section 54953(b)(3)).

(b) If these two threshold requirements are met, the Council Member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council from the remote location that they would if they were present in Council Chambers.

5. The teleconference location must not require an admission fee or any payment for attendance.

6. If the Council Member determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting via teleconference.

(c) Approved Teleconference Guidelines for Council Members:

1. One-week advance written notice must be given by the Council Member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. Cellular telephones shall not be used to participate in teleconferenced meetings.

2. The Council Member is responsible for posting the Council agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by faxing or mailing the agenda to whatever address or fax number the Council Member requests; however, it is the Council Member's responsibility to

ensure that the agenda arrives and is posted. If the Council Member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the one-week advance written notice above.

3. The Council Member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council Member must state at the beginning of the Council meeting that the 72-hour posting requirement was met at the location and that the location is publicly accessible. The Council Member also must describe the location. Furthermore, the City Clerk will provide Council with a quarterly report detailing the telephone charges associated with teleconferenced meetings.

2.24 Public Hearings

Public Hearings shall be scheduled and notice published without any action required by the City Council, excepting that the Council may, if it so desires, scheduled a Public Hearing on an item of interest for a date certain. In order to accommodate members of the public responding to a noticed Public Hearing, such Hearings will, to the extent practicable, begin at 6:00 p.m. At the time designated for the Public Hearing, or soon after as is practicable, the Mayor shall direct the attention of the Council Members to the Staff report and Staff may respond to questions from Council members, after which the Mayor shall formally open the Public Hearing and members of the public shall be allowed to speak in accordance with the rules set forth elsewhere in these Rules of Procedure. When the allotted time expires, or when no one wishes to speak who has not done so, the Mayor shall declare the hearing closed.

Following the close of the Public Hearing, the Council may discuss or take action on the matter in accordance with these rules. The Mayor may in his or her discretion allow questions and/or comments from the public after close of Public Hearing.

2.25 Appointments to Committees and Boards

The City Clerk posts a Notice of Vacancy in the City designated posting locations, the City's website and sends a Media Release to the St. Helena Star advertising vacancies to Commissions, Committees and Boards.

Applicants must submit a completed application to the City Clerk and shall be interviewed by the Council at a special meeting prior to a regular meeting. Applicants are requested to list references on their applications and individual Council Members may contact those references as part of the interview process. Council Members contacting references should disclose this information during the appointment process.

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. Council shall rank all applicants from highest to lowest and appoint by ballot process. Mayor shall nominate applicants and appointments are subject to approval by the majority of Council.

Depending on the qualifications of the applicants and the needs of the City, there may be times when the City Council does not appoint an applicant who has applied. If an applicant is not appointed, the City Clerk will automatically readvertise for the vacant position(s) to seek additional applicants.

2.26 Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

All procedural matters not otherwise provided for in or controlled by state law or by any ordinance, resolution, rule or regulation of the City shall be governed by Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century (attached as Exhibit). However, no ordinance, resolution, or other action of the Council shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Council to observe or follow such rules. Certain procedures relating to motions, agenda item discussion, debate, and courtesies contained in *Rosenberg's Rules of Order:* Simple Parliamentary Procedures for the 21st Century are incorporated into this document, except to the extent they are modified by this Protocol document.

3. CITY COUNCIL STANDARDS OF CONDUCT

3.1 Policy Purpose

The St. Helena City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of St. Helena's City government.

3.2 Ethics

The citizens and businesses of St. Helena are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

(a) **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of St. Helena and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

(b) **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of St. Helena in the performance of their public duties.

(c) **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the Staff or public.

(d) **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

(e) **Conduct at Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.

(f) **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

(g) **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

(h) **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

(i) **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

(j) **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City Staff time,

equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

(l) **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(m) **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of St. Helena, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

(n) **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of St. Helena City government as outlined in the St. Helena City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City Staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City Staff; nor shall they impair the ability of Staff to implement Council policy decisions.

(o) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.

(p) **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to Staff.

3.3 Code of Ethics and Conduct

The Code of Ethics and Conduct are designed to describe the manner in which elected and appointed officials should treat one another, City Staff, constituents, and others they come into contact with while representing the City of St. Helena.

(a) Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

1. *Honor the role of the chair in maintaining order*
   It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

2. *Practice civility and decorum in discussions and debate*
   Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

3. *Avoid personal comments that could offend other members*
   If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

4. *Demonstrate effective problem-solving approaches*
   Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(b) Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. *Be welcoming to speakers and treat them with care and gentleness.*
    a. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

2. *Be fair and equitable in allocating public hearing time to individual speakers.*
    a. The chair will determine and announce limits on speakers at the start of the public hearing process.

3. *Practice active listening*
    a. It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

4. *Maintain an open mind*
    a. Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

5. *Ask for clarification, but avoid debate and argument with the public*
    a. Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

(c) Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City Staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. *Treat all Staff as professionals*
    a. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.

2. *Do not disrupt City Staff from their jobs*
    a. Elected and appointed officials should not disrupt City Staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City Staff meetings unless requested by Staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate Staff, and hampers Staff's ability to do their job objectively.

3. *Never publicly criticize an individual employee*
    a. Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about Staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding Staff to the City Manager or the Mayor.

4. *Do not get involved in administrative functions*
    a. Elected and appointed officials acting in their individual capacity must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

5. *Do not solicit political support from Staff*
    a. Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City Staff. City Staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

6. *No Attorney-Client Relationship*
    a. Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her Staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual

members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(d) Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. *Respect Role of Liaison to City's Boards, Committees and Commissions*

   Several of the City's Boards, Committees and Commissions have a Council Member who serves as its Council liaison. The City Council will collectively review and approve liaison appointments annually. Council Members serving as liaisons should act as an advisor and resource to committee/board/commission members and the committee/board/commission's Staff liaison when issues regarding process, procedure, attendance, interpersonal or public relations arise.

2. *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*

   The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers (whether or not they are serving as liaisons), nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with Staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

3. *Be respectful of diverse opinions*

   A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must

be fair and respectful of all citizens serving on Boards, Committees and Commissions.

4. *Keep political support away from public forums*
   Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

(e) Elected and Appointed Officials' Conduct With Each Other and the Public in Private Encounters

1. *Continue Respectful Behavior in Private*
   The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions, and set forth above in subsections (a) through (d), should be maintained in private conversations, including telephone calls, texts, e-mails or other forms of communication. Council Members and appointed officials shall refrain from abusive conduct, intimidation, bullying tactics, personal charges, or verbal attacks upon the character or motives of other members or the public.

2. *Be Aware of the Insecurity (Non-Confidentiality) of Written Notes, Texts, Voicemail and E-mail*
   Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this E-mail or text message were forwarded to others? Written notes, voicemail messages, texts and E-mail should be treated as potentially "public" communication.

3. *Understand that Even Private Conversations can have Public Presence*
   Elected and appointed officials are always on display — their actions, demeanor, fitness, mannerisms, language and timing and form of communication are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, late-night e-mails will be questioned and casual comments between individuals before and after public meetings noticed.

3.4 Enforcement and Sanctions

(a) Acknowledgement of Code of Ethics and Conduct

Upon assuming office each Councilmember, and each Board, Committee and Commission Member ("Member"), shall sign a statement affirming that he or she has been provided with and has read the Code of Ethics and

Conduct. Each Councilmember, Board, Committee and Commission Member, shall adhere to the Code of Ethics and Conduct as well as the Council's Rules of Procedure. Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members shall report annually to the City Clerk with respect to his or her compliance with State or City mandated requirements for ethics training. Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees and may be subject to sanctions.

(c) Behavior and Conduct

The St. Helena Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the St. Helena City Council, Boards, Committees and Commissions. Each Member him or herself has the primary responsibility to assure that he or she understands and satisfies the ethical standards, so that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention. Without violating Brown Act serial meeting requirements, individual Members should point out to the offending Member perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the process under 3.4(e) 1-10 shall govern.

(d) *Council Authority*

Under California law, the Council does not have the legal authority to remove Members elected or appointed to the City Council or to otherwise deprive them of their office. However, as provided in Section 3.4(e) 9., a majority of the Councilmembers may remove a Councilmember from any or all Council honorary and/or ceremonial positions and ad-hoc and standing committees, as well as from positions with other governmental agencies or other organizations they hold by virtue of appointment by the City Council.

(e) *Process to Address Alleged Violation of Code of Ethics and Conduct*

1. *Complaint.* Where any person has substantial evidence that a Member has materially violated the Code of Ethics and Conduct, he or she may file a written statement with the City Clerk who will then provide it to the City Council, and the affected Member. The name of the complainant shall initially be redacted and kept confidential and not disclosed until it has been determined as provided in Section 3.4(e) 2 that there is substantial evidence that the Member has materially violated the Code of Ethics and Conduct.

   "*Substantial evidence*" means evidence that reasonably supports a conclusion. It does not mean simply any evidence, nor does it include mere opinions. It must be reasonable in nature, credible, and of solid value.

2. *Hearing Officer.* Upon receipt of a Complaint as provided in Section 3.4(e) 1., or upon the direction of the City Council, the Mayor, in consultation with the City Manager, shall make a preliminary determination whether there is substantial evidence to support a conclusion that a Member has materially violated the Code of Ethics and Conduct, thereby warranting the further proceedings below. If the Mayor either submitted the Complaint or is the subject of the Complaint, the Vice Mayor (and who is not the subject of the complaint) shall make the preliminary determination as provided above.

   If the Mayor (or, where the Mayor is disqualified as set forth above, the Vice Mayor) makes the initial determination that there is substantial evidence to support a conclusion that a Member has materially violated the Code of Ethics and Conduct, thereby warranting the further proceedings, he or she, in consultation with the City Manager, shall appoint an independent Hearing Officer to review and investigate the Complaint. If the Mayor either submitted the Complaint or is the subject of the Complaint, the Vice Mayor (and who is not the subject of the complaint) shall appoint the Hearing Officer as provided above.

   In the event both the Mayor and Vice Mayor are disqualified as set forth above or otherwise unable to carry out the duties under this Section, the Council member with the longest tenure shall do so. If two or more Council members have equal tenure, the Council member (who is not the subject of the Complaint) shall be selected by a process of drawing straws supervised by the City Clerk.

3. *Investigation.* To the extent reasonably practicable, the Hearing Officer shall investigate and report, within not more than thirty (30) days, as to whether there is substantial evidence in support of an allegation that a Member has materially violated the Code of Ethics and Conduct. If the Hearing Officer concludes that there is not substantial evidence to support an alleged violation, or that the violation was not material, he or she shall so report to the Council and the matter shall be deemed dismissed unless the Council directs that a public hearing be held pursuant to Section 3.4(e) 5. If the Hearing Officer concludes that there is substantial evidence to support an alleged material violation of the Code of Ethics and Conduct, he or she shall issue a report ("Report") to the City Council and the Member. The Hearing Officer shall allow the affected Member a reasonable

opportunity to provide any written comments, evidence and/or arguments which the Hearing Officer shall consider in the investigation and Report.

4. *Enforcement.* The City Council, in its sole discretion, shall enforce the Code of Ethics and Conduct against Members depending upon the extent and severity of the violation by means of either (i) a warning (ii) a written reprimand; (iii) censure; (iv) removal from assignments; or (v) other action as deemed appropriate to the City Council, including without limitation disavowal and/or disapproval of the Member's violation and/or other action and/or statement. The following procedure shall be utilized:

5. *Receipt of Report.* As reasonably practicable, within 30 days after receipt of the Report, the Council will hold a public hearing after which it will determine, among any other determination the Council may deem appropriate, whether the Complaint should be dismissed, a warning should be issued, a written reprimand should be issued, censure issued, or the Member should be removed from his or her office (only for Members other than Council members) or assignments. The City shall provide written notice of the public hearing and opportunity to be heard to the affected Member. The City Council determination shall be set forth in written findings that the Council may direct staff to prepare for subsequent Council approval.

6. *Dismissal.* Where the Council, based on the Report and any statement from the affected Member, determines that it is clear that no violation occurred or that only a trivial or de minimus violation occurred, or that the Complaint was motivated by revenge or other improper motive, the Council may dismiss the Complaint.

7. *Warning.* Where the Council, based on the Report and any statement from the affected Member, determines that there is some evidence that only a minor violation or a questionable practice has occurred, the Council may issue a written warning to the affected Member specifying the violation(s) and requesting corrective action.

8. *Reprimand.* Where the Council, based on the Report, any statement from the affected Member, and other evidence accepted, determines that there is substantial evidence that the Member has materially violated one or more provisions of the Code of Ethics and Conduct, the Council may adopt a resolution reprimanding the affected Member for their conduct, stating that any violations shall cease, and requesting corrective action. The affected Member may file a rebuttal to the Reprimand with the City Clerk which will become a matter of public record.

9. *Censure.* Where the Council, based on the Report, any statement from the affected Member, and other evidence accepted at a public hearing of the matter, determines that there is substantial evidence that the Member has materially violated one or more provisions of the Code of Ethics and Conduct, and that such violation(s) impugn the integrity or dignity of the City or that such violations are egregious or chronic in nature, then the Council may adopt a resolution censuring

the affected Member by condemning his or her actions, removing the Member from all appointive positions representing the City in front of other governments and agencies, demoting the affected Commissioner, Committee or Board member appointed by the City Council who holds a position of chairperson or vice chairperson, stating that the violations shall cease, and demanding corrective actions. The affected Member may file a rebuttal to the Censure with the City Clerk which will become a matter of public record.

10. *Removal from Office.* Notwithstanding any of the provisions in this Section 3.4, the City Council may remove any Commissioner, Committee or Board member appointed by the City Council at its pleasure, and nothing in the Code of Ethics and Conduct or these rules effects or diminishes such power nor vests such Commissioners or Board members with any additional rights.

3.5 Implementation

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of St. Helena Code of Ethics and Conduct for Elected and Appointed Officials.

_____ _____

Signature Date

Exhibit

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

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About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

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1400 K Street, Sacramento, CA 95814
(916) 658-8200
Fax (916) 658-8240
www.cacities.org

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

> There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."
2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. **The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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1400 K Street
Sacramento, CA 95814
(916) 658-8200
Fax (916) 658-8240
www.cacities.org

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City of Napa

4.7. Three Alternative Appointment Processes: The City Council shall evaluate applicants and make an appointment for each vacant position on a Commission, using one of the three following processes:

4.7.1. The City Council may waive the interviews and make appointments at a noticed public meeting, open to the public under the Brown Act, based on applications received, and based on the selection criteria set forth in Section 4.5 of this Resolution.

4.7.2. The City Council may appoint two members of Council to serve as a Nomination Committee in order to evaluate and interview applicants and make recommendations to City Council for final action to appoint a member to a Commission. Any meetings of the Nomination Committee to evaluate or interview applicants and formulate recommendations to be presented to the Council shall be conducted as a part of a noticed public meeting, open to the public under the Brown Act; with the City Clerk acting as Secretary to the Nomination Committee, and the Staff Managers (for each Commission with a vacancy being considered) in attendance. The Nomination Committee shall consider the selection criteria set forth in Section 4.5 of this Resolution. The City Clerk shall present recommendations from the Nomination Committee to the City Council, and the City Council may either approve the recommendations as submitted, or take further action to evaluate the applicants and make appointments in accordance with Sections 4.5 through 4.8 of this Resolution.

4.7.3. The City Council may invite applicants to a public interview by the City Council, to be conducted in accordance with Section 4.8 of this Resolution.

4.8. Council Interview Selection Processes: Any interview conducted by City Council, of applicants for appointment to a Commission, shall be conducted as a part of a noticed public meeting, open to the public under the Brown Act. Following public interviews of applicants, the Council shall first determine the number of open seats on the commission to be filled by the applicants interviewed. The Council shall then vote to determine which applicants will be appointed to fill each open seat of each commission. For each open seat of each commission, each member of Council will cast one vote (on a written ballot identifying the name of the member of Council and the votes cast). Each member of Council will cast no more than one vote per applicant. For each open seat, the applicant who receives the greatest number of votes (at least a majority of the quorum of voting members of Council) shall be appointed to the open seat. If, following this vote, all open seats are not filled, the Council may either repeat this process to fill the remaining open seats (eliminating from consideration the applicants who received the least number of votes), or direct staff to take additional actions to fill the remaining open seats in accordance with Sections 4.3 through 4.8 of this Resolution.

4.8.1. The City intends this selection procedure to be public and without concealment. The written ballots are public records, the vote of each member of Council will be read into the record by the City Clerk during the meeting and will be made a part of the written record of the meeting, and copies of the written ballots will be made available to the public pursuant to the Public Records Act.

Town of Yountville

Council reviews applicants for appointments to boards, commissions, and committees based on interviews and qualifications. Council shall rank all applicants from highest to lowest and appoint by ballot process. Appointments are subject to approval by the majority of Council.

Depending on the qualifications of the applicants and the needs of the Town, there may be times when the Town Council does not appoint an applicant who has applied. In this instance Council may request a separate vote for each applicant. If an applicant is not appointed, the Town Clerk will automatically re-advertise for the vacant position(s) to seek additional applicants.

City of Napa	Calistoga	Yountville	Sonoma	American Canyon
The City of Napa has three alternative appointment processes. 1. The City Council may waive the interviews and make an appointment at a noticed meeting. 2. The City Council appoints two Council members to a nomination committee that make the recommendation to the City Council and the recommendations are approved by the majority of the Council. 3. Full City Council interview process and ballot votes. The applicant with the greatest votes is appointed and approved by the majority of the Council.	The City of Calistoga is currently working with a consultant to draft Council rules of procedure for Council consideration at a later date. The past practice has been the Mayor makes the nomination with majority of Council approval.	The City of St. Helena modeled their nomination process after Yountville's. The difference is any member of the Yountville Council can make the nomination.	The City of Sonoma has many Boards, Committees and Commissions and the nomination process varies allowing a Council Member or the Mayor to make the nomination depending upon the body in question.	Any member of the Council can make the nomination with majority of Council approval.

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **NEW BUSINESS**

Subject: **Consideration and proposed approval of: A Resolution Appointing Anil Comelo as City Manager and Approving the Employment Agreement Between the City of St. Helena and Anil Comelo; and Approval of a Resolution Duly Adopting and Approving a Publicly Available Pay Schedule for Executive Management - Departments Heads which Includes a Revised Salary Schedule for the City Manager Classification effective July 26, 2022.**

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

BACKGROUND

Mark Prestwich served as City manager for the City of St. Helena from August 2017 until February 2022. Mr. Prestwich resigned his position in order to become the City Manager for the City of Palos Verdes Estates. The City Council retained Bob Murray & Associates a highly regarded municipal based executive search firm to perform the recruitment for a successor to Mr. Prestwich. The Council also retained me (pursuant to Resolution 2022-13-1) to provide interim City Manager services during the transitional period until a new Manager is in place.

The search effort by Bob Murray &Associates attracted 32 applicants from around the country. The initial group was screened down to a group of eight most qualified candidates; this group was interviewed by the City Council. Three candidates were invited to a subsequent interview by the Council and by the executive staff. Mr. Anil Comelo is the City Council's preferred candidate following this intensive process.

Mr. Comelo is a seasoned professional veteran with more than 25 years of public service in numerous Bay Area communities with significant hands-on experience in budgeting and financial management, organizational development and strategics planning. He brings a strong foundation in human resources management and community engagement and communications.

Anil has served as the Interim Deputy City Manager for the City of Richmond since September of 2020. In the roughly twenty years prior to his work in Richmond Mr. Comelo served as a Deputy Administrative Officer, Director of Human Resources, Personnel Manager, Administrative Services Officer and Project Manager for six different public agencies.

DISCUSSION

The City Attorney has developed an Employment Agreement similar to that utilized with Mr. Prestwich. Mr. Comelo will receive an initial annual base salary of $235,072. He will receive a monthly vehicle allowance of $500 and contribution to deferred compensation of $10,000 annually. Additionally, the City will provide a $250,000 life insurance policy and a one-time relocation and interim housing assistance of $20,000. The Employment Agreement has a three-year term and requires annual performance evaluations. Upon approval of the Agreement, Mr. Comelo expects to begin his work in St. Helena on July 26, 2022. Other terms and benefits are similar to and consistent with those provided to City Executive and Management employees.

FISCAL IMPACT

The costs associated with the Employment Agreement will be included and fully budgeted in the coming 2022/2023 FY Budget.

RECOMMENDED ACTION

Adopt the Resolution and authorize the Mayor to execute the Employment Agreement. It is also recommended that the City Council adopt a separate Resolution authorizing an amended City of St. Helena Salary Schedule reflecting the update salary level for City Manager.

ATTACHMENTS

Attachment 1 - St. Helena - City Manager Employment Agreement (Camelo)-c1
Attachment 2 - City Manager Appointment Resolution
Attachment 3 - Resolution Executive Management - Department Heads I Salary Schedule Update

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of St. Helena, a municipal corporation (the "City") and Anil A. Comelo ("Employee"). It is effective as of July 26, 2022 (the "Effective Date"). City and Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

This Agreement is entered into on the basis of the following facts, among others:

A. The City Council of the City desires to appoint Employee as the City Manager of the City, and Employee desires to accept this appointment.

B. The City and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Term. The terms of this Agreement shall become effective on July 26, 2022, and shall remain in full force and effect until July 26, 2025, unless terminated earlier by the City of the Employee as provided in Section 7 of this Agreement.

2. Duties and Authority.

(a) City agrees to employ Employee as City Manager of City, to be the chief executive officer of City, to perform the functions and duties specified in St. Helena Municipal Code Chapter 2.12, and to perform any other legally permissible and professionally appropriate duties and functions as the Council may assign from time to time.

(b) Employee shall perform Employee's obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of Employee's obligations. The Manager agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org.

(c) Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies. To accomplish this, the Manager shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor.

(ii) Review all agenda documents before preparing the agenda for all regular or special meetings of the City Council.

(iii) Direct the work of all appointive City officers and departments.

(iv) Endeavor to implement changes that the Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs. This includes modernizing City services and employing a community-centered approach to service design.

(v) From time to time, recommend to the City Council adoption of such measures as the Manager may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of administrative services. The Manager shall conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vi) From time to time, and based on the Manager's best judgment, propose to the City Council the consolidation or combination of offices, positions, departments, or units under the Manager's jurisdiction. The Manager may be the head of one or more City departments.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal code and California law.

(d) The City Council recognizes that to meet the challenges facing the City it must spend time each year outside of the regular City Council meetings to work with the City Manager and staff on setting goals and priorities for the City government, and to work on any issues that in Council's view may prevent optimal achievement of City goals.

(e) The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. Employee does not have set hours of work, as the City Manager is expected to be available at all times, other than when on vacation. It is recognized that Employee must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the City Council.

3. City Goal Setting. The City Council recognizes that to meet the challenges facing the City it must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular

City Council meetings to work with the Employee and City staff on setting goals and priorities for the City government, which are aligned with the city's vision and mission statements, and to work on issues that may be inhibiting the maximal achievement of City goals.

4. Compensation

(a) For the services to be provided pursuant to this Agreement, City agrees to pay an annual base salary of $235,072 ("Base Salary"), payable in installments at the same time as other management employees of the City and in accordance with law and established City procedure.

(b) Thereafter, Employee's Base Salary shall be reviewed annually by City for consideration of increase, provided, however, that unless otherwise agreed to by both Employee and Council, Employee shall automatically receive any cost of living or other salary increases provided to all department head level City employees.

(c) In the Council's discretion, Employee may be awarded a subjective performance-based bonus payment of up to $10,000 in accordance with the provisions and requirements of Section 8.

5. Benefits

(a) *General Benefits*. Except as modified by this Agreement, Employee shall be entitled to the following benefits authorized by the Council for Department Heads as set forth in the following sections of the Unrepresented Compensation Program:

- Section 4 (Retirement Benefits)
- Section 5 (Insurance Benefits),
- Section 6 (Holidays), as modified by Section (c)(3) below,
- Section 7.2 (Vacation Accrual) as modified by Section (c)(1) below,
- Section 7.3 (Vacation Usage),
- Section 8 (Executive Leave), as modified by Section (c)(2) below,
- Section 9 (Other Leaves of Absence),
- Section 11.3 (Health Club Membership),
- Section 11.4 (Sick Leave Payout), and
- Section 11.5 (St. Helena Charity Based Events).

(b) *Vehicle Allowance*. Employee shall receive a vehicle allowance of $500 per month.

(c) *Leave.*

(i) Vacation: Effective July 26, 2022, Employee shall receive 80 hours of vacation leave as an advance on the usual accrual of vacation leave. Employee shall

accrue vacation at a rate of 160 hours (20 days) per fiscal year. The maximum vacation accrual is 240 hours, and no additional vacation leave shall be earned in any year above the 280 hour cap. The provisions of Sections 7.2 and 7.3 of the Unrepresented Compensation Program apply to Employee's use of vacation, except the vacation accrual cap for Employee shall be as stated in this Section 4(c)(1).

(ii) Executive Leave: Employee shall be credited with 40 hours (5 days) of Executive leave on January 1, of each year as required by Section 8 of the Unrepresented compensation Resolution, on July 26, 2022 Employee shall be credited with 80 hours of Executive Leave. This amount may not be carried over into the 2023 calendar year. With this exception all other requirements of Section 8 of the Unrepresented Compensation Resolution shall apply to Employee's Executive Leave.

(iii) Sick Leave: Effective July 26, 2022, Employee shall receive 80 hours of sick leave as an advance on the usual accrual of sick leave. Employee will accrue and may use sick leave and other leaves of absence in the same manner and under the same limitations provided to an imposed upon Department Heads under Section 9 of the Unrepresented Compensation Program.

(d) *Deferred Compensation.* During the term of this Agreement, Employee will be eligible for a 457 plan or other deferred compensation plan as offered by the City. Subject to any limitations imposed by law or the City's deferred compensation plan, City will contribute $10,000 annually to the City's deferred compensation plan on behalf of Employee, deposited in equal installments consistent with City's pay periods. Employee is responsible to ensure that Employee's contribution and the City's contribution meet Internal Revenue Code governing deferred compensation program requirements.

(e) *General Business Expenses*

(i) City recognizes that certain general expenses, including dues, subscriptions, travel and subsistence expenses are reasonably incurred by Employee in the performance of job-related activities , functions, meetings, professional development, and professional conferences such as the annual International City/County Management Association (ICMA) and League of California Cities. City agrees to budget and pay for such general expenses incurred for job-related activities as necessary for full participation in national, state or local professional associations such as ICMA and the California City Management Foundation.

(ii) City agrees to budget and pay for expenses related to educational courses, short courses, seminars, and institutes that will benefit the City and improve Employee's professional abilities.

(iii) City shall reimburse Employee for membership and participation in any community or civic organizations in which the City requires or encourages Employee to participate.

(iv) City shall reimburse Employee for expenses and travel as required by Municipal Code Section 2.12.050.

(f) *CalPERS Retirement*.

(i) CalPERS Benefits. Employee shall receive retirement benefits from, and make contributions to CalPERS as required by law and Section 4 of the Unrepresented Compensation Program. City makes no promises regarding any particular level of CalPERS pension benefits to which Employee may be entitled based on Employee's employment with the City.

(ii) Cost Sharing. Employee shall be subject to the provisions of the miscellaneous member pension cost sharing requirements under the Unrepresented Compensation Program and related CalPERS contract for miscellaneous employees. These provisions are subject to future amendment pursuant to law and applicable City procedures. As of the effective date of this Agreement, these provisions require the Employee to contribute an additional 1% of Employee's compensation earnable toward the City's required pension contribution amount, in addition to the CalPERS required employee contribution amount.

(g) *Life Insurance*. The City agrees to pay for a term life insurance policy in the face amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on Manager's life with a carrier selected by the City. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

(h) *Housing Allowance*. In the interest of having Employee relocate to housing closer to the City, Employee will be credited a one-time taxable housing allowance $20,000 to be paid to Employee within thirty (30) days following the Effective Date.

6. At-Will Status. Employee understands and acknowledges that Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Manager. Employee further understands and acknowledges that Employee is an at-will employee of the City and, therefore, may be terminated by the City Council with or without cause and with or without advance notice.

7. Separation

(a) *Resignation*. Employee may resign at any time and agrees to give City a minimum of thirty (30) days advance written notice of the effective date of the resignation, unless the parties otherwise agree in writing.

(b) *Retirement.* Notwithstanding the notice requirement set forth in Section 7(a), if Employee retires from full time public service with City, Employee shall provide City with a minimum of four months' advance notice. The Employee's actual retirement date will be mutually established.

(c) *Termination*. For purposes of this Agreement, termination shall occur when:

(i) The Term of the Agreement as set forth in Section 1 ends.

(ii) The majority of the City Council votes to terminate Employee at a properly noticed and duly authorized meeting. This subsection is subjection to the limitations set forth in Municipal Code Section 2.12.040.

(iii) If the City reduces the base salary, compensation, or any other significant financial benefit of the Employee by a greater percentage than the average reduction of all department heads, the Employee shall have the right to declare such action(s) a termination.

(iv) If the City, citizens or the State legislature substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

(v) If the Employee resigns following an offer to accept resignation by the City as representative of the majority of the City Council that the Employee resign, then the Employee shall have the right to declare such offer a termination as of the date of the offer.

(vi) The City terminates this Agreement for cause.

8. Severance

(a) If the Employee is terminated without cause according to Section 7(c) (ii), (iii), (iv), or (v) above, then Employer shall provide a severance equal to Employee's then current monthly base salary times the lesser of the number of months remaining on the contract, or the following amounts, whichever is less, depending on the timing of the termination:

- If termination occurs within the first year of employment, nine (9) months;
- If termination occurs within the second year of employment, eight (8) months;
- If termination occurs within the third year of employment, seven (7) months;
- If termination occurs in any year after the third year of employment, six (6) months.

(b) The severance pay provisions of Section 8(a) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, at the Employee's option. An election to receive severance pay distributed over the

usual pay schedule does not extend the period of employment beyond the City-established termination date.

(c) If Employee is unable to perform the requisite duties expected under this Agreement because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave then, the City shall have the option to terminate this Agreement and, notwithstanding the provisions of Section 7(a) above, the Employee shall not be entitled to severance. If Employee is terminated because of permanent disability, Employee shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

(d) Notwithstanding Section 8(a), above, the City shall not be obligated to pay any compensation, benefits, or severance under the provisions of this Agreement if Manager is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for City to confirm the cause for termination hereunder, the City may place Manager on paid administrative leave.

(e) If Employee's termination from City employment is the result of the expiration and/or non-renewal of the term of this Agreement, Employee shall not be entitled to severance pay under Section 8(a) of this Agreement, but shall receive any termination benefits and payments required by law.

(f) Pursuant to Government Code Section 53243.4, all of the following requirements apply:

(i) If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position as defined by Government Code Section 53243.4.

(ii) If any express or implied provision of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide paid leave salary to Employee pending an investigation, this paid leave salary shall be full reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of Employee's office or position as defined by Government Code Section 53243.4.

(iii) If any express or implied provisions of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide for payment of funds for the legal criminal defense of Employee, the funds paid for Employee's legal defense shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of Employee's office or position as defined by Government Code Section 53243.4.

9. Performance Evaluations.

(a) The Council shall review and evaluate the performance of Employee, including eligibility for any discretionary, performance-based increase, at least once annually, ideally by the end of May of each year following Employee's commencement of employment. The Council may evaluate Employee or provide performance feedback and direction more frequently in the discretion of the Council.

(b) The City Council and Employee shall annually develop mutually agreed upon written performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year.

(c) As part of the annual performance evaluation process, the City Council shall conduct an initial session where the City Council and Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period. Following that initial discussion, Council will prepare a written evaluation .of Employee based on the goals and objectives for the past and upcoming year. Council shall utilize the form attached hereto as Exhibit A in preparing the written evaluation, or such other form as is mutually agreed to between Council and Employee prior to commencement of the evaluation process. Following completion of the written evaluation, City Council will meet and discuss the written evaluation with Employee, and present a written summary of the evaluation results to Employee.

(d) Employee shall be eligible for a performance bonus of up to $10,000 based on the Council's discretionary determination that Employee has significantly exceeded the mutually established and quantifiable objectives established as set forth in the previous year's established written performance goals. Payment of this bonus in any year is at the sole discretion of the City Council.

10. Hours of Work. The Employee shall perform all duties that may arise under this Agreement to the best of Employee's ability in accordance with the highest professional and ethical standards of the profession, including that Employee shall devote full time and attention to those duties as necessary to meet the goals and objectives of the Council as established according to the terms of this Agreement. Employee is an exempt employee under the federal Fair Labor Standards Act.

11. Outside Activities. Employee shall not engage in compensated teaching, consulting, or other non-City business without the prior approval of the Council. Such outside activities shall not interfere with the performance of Employee's duties under this Agreement.

12. Conflict of Interest. Employee shall be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Employee's employment as City Manager. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

13. Indemnification. To the extent required by the California Government Claims Act (Government Code Section 810, et seq.) and subject to the Parties' rights and

responsibilities under that Act, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. City has the discretion to determine whether to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee as described herein, for any acts undertaken or committed in Employee's capacity as City Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other action occurs during or following Employee's employment with City as City Manager. The indemnification provisions of this Agreement shall not extend to any judgment for damages arising out of any willful wrongdoing or acts performed outside of the normal course and scope of Employee's employment as City Manager.

14. General Provisions.

(a) *Notices*. Any notice to be given by either party **to** the other shall be in writing and shall be considered delivered when transmitted either by personal delivery or by mail, registered or certified, postage pre-paid with return receipt requested and properly addressed as follows:

To City:

Mayor and City Council Members of the City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

To Employee:

Anil A. Comelo
Address on file with the HR Department

Either party may change its/his address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

(b) *Waiver*. The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) *Construction of Terms*. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

(d) *Severability*. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void, or invalid in whole or in part for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other agreements to effectuate the intent of the parties and the purpose of this Agreement.

(e) *Controlling Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of California with venue proper only in the County of Napa, State of California.

(f) *Entire Agreement*. This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Employee by City and supersedes all prior and contemporaneous agreements, representations, promises, and understanding of the parties whether oral or in writing. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties and this Agreement may not be altered, amended, or modified by any other means. Each party waives any future right to claim, contend, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement course of conduct, waiver, or estoppel.

[*Signatures on following page]*

Dated: _____ CITY OF ST. HELENA

By _____
Geoff Ellsworth, Mayor

Dated: _____ EMPLOYEE

_____
Anil A. Comelo

Attest:

_____
Cindy Tzafopoulos,
City Clerk

Approved as to Form:

_____
Ethan Walsh
City Attorney

EXHIBIT A

CITY MANAGER EVALUATION FORM

[Inserted behind this cover page]

City Manager: Date:

Evaluation Period From: To:

Submitted by:

The following pages define significant areas of responsibility for the City Manager position. In each section, examples of performance and responsibility are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

Rating	Performance	Definition
6	**Outstanding** Far exceeds all expectations	Generally applies to the top 1 % of all employees in the workplace. This person's overall skills and abilities far exceed all expectations of the position. Demonstrated strong expertise within key areas of responsibilities. Consistently outstanding results beyond scope of the performance plan over entire period. Anticipates management's needs and executes plans flawlessly.
5	**Excellent** Exceeds all expectations	Generally applies to the top 5-10% of all employees in the workplace. This person's overall skills and abilities greatly exceed the expectations of the position. Demonstrated strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
4	**Very Good** Meets all expectations	Generally applies to the next 20-25% of employees. Occasionally exceeds performance expectations of the position, Performed the most difficult parts of the job competently and thoroughly. Contributed significant results on their own initiative. Worked with a high level of independence, initiative, and concern for the quality of the work or service produced by the organization
3	**Good** Meets all expectations	Generally applies to 40-50% of employees. Met all expectations of the position, and is competent in the performance of responsibilities.
2	**Fair** Meets most expectations	Generally applies to 20% of employees. Often failed to meet performance expectations of the position. Performance was generally adequate, but is deficient in one or more key areas, and will require additional training or assistance to fully achieve expectations.
1	**Poor** Fails to meet most expectations	Generally applies to the bottom 4% of employees. Performance was well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Employee should be evaluated for continuation of current position, demotion or termination of employment.
0	**Unsatisfactory** Fails to meet all expectations	Generally applies to the bottom 1 % of employees. Performance was well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance-in the position. Employee should be evaluated for continuation of current position, demotion or termination of employment.

I. **MANAGEMENT OF THE ORGANIZATION**: Effectively runs the operations of the organization. Creates a collaborative, team building, environment for staff. Recognizes the accomplishments of staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

II. **EXECUTION OF POLICY:** Understands and complies with policies and procedures governing the City. Implements City policy, fairly and consistently, based upon Council decisions, goals, and applicable laws and regulations. Works toward accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations and the community.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

III. **FINANCIAL MANAGEMENT:** Properly prepares and manages the budget. Demonstrates ingenuity and creativity in approaching budgetary matters, including long-range revenues and expenditures for the organization.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

IV. **RELATIONS WITH THE COUNCIL:** Provides regular updates to the Council, keeping them informed about current and critical issues. Makes an effort to be accessible to Council Members. Handles issues that are brought by the Council in a consistent and timely manner. Maintains an honest, truthful, and professional relationship with each Councilmember. Keeps a positive attitude and approach to new ideas, issues and complaints raised by Council Members.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

V. **COMMUNITY RELATIONS**: Makes an effort to understand general community issues and concerns. Remains involved and active in the community. Represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations including the Chamber of Commerce, City of St. Helena School District and other agencies. Educates the community on City goals and services.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

VI. **COMMUNICATIONS:** Ensures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints, quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council and staff.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

VII. **LEADERSHIP:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, consistent with past practices and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

VIII. **PROFESSIONALISM**: Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics" and personal perspectives out of the decision making process. Stays active in professional organizations and regional issues.

☐ **6—Outstanding** ☐ **5—Excellent** ☐ **4—Very Good**
☐ **3—Good** ☐ **2—Fair** ☐ **1—Poor**
☐ **0—Unsatisfactory**

Comments:

ACHIEVEMENTS: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments:

OBJECTIVES: List two-to-three performance objectives which you feel are important for the City Manager to work on for the coming year.

Comments:

CITY OF ST. HELENA

RESOLUTION NO. 2022-

Authorizing appointment of Anil Comelo as City Manager and approval of an Employment Agreement between the City of St. Helena and Anil Comelo.

RECITALS

A. The City requires the services of a person with proven executive and administrative qualification to fill the position of City Manager; and

B. The City Council finds that this position requires specialized skills; and

C. The City, acting by and through its City Council, desires to employ the services of Anil Comelo as City Manager.

RESOLUTION

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

1. Authorizes the execution of the agreement, attached as Exhibit “a”, between Anil Comelo and the City of St. Helena for City Manager services and appoints Anil Comelo as the City Manager.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 14, 2022 by the following roll call vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2022-__

Duly adopting and approving publicly available pay schedule for Executive Management – Department Heads in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the City Manager classification.

RECITALS

A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

C. On June 14, 2022, the City entered into an employment agreement with Anil Comelo to serve at the City Manager with an initial base salary of $235,072; and

D. Staff updated the Executive Management – Department Heads pay scale to reflect the City Manager salary.

RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedule for Executive Management – Department Heads Exhibit A is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and

2. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications, and

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

Approved at a Regular Meeting of the St. Helena City Council on June 14, 2022, by the following vote:

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

APPROVED:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA PUBLICY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted June 14, 2022

(1) Includes update to City Manager salary effective July 26, 2022.

FY 2021-2022

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
City Clerk	Annual	103,871	109,064	114,517	120,243	126,255
	Monthly	8,656	9,089	9,543	10,020	10,521
	Hourly	49.94	52.43	55.06	57.81	60.70
Library Director	Annual	124,833	131,074	137,628	144,509	151,735
	Monthly	10,403	10,923	11,469	12,042	12,645
	Hourly	60.02	63.02	66.17	69.48	72.95
Parks & Recreation Director	Annual	126,426	132,747	139,385	146,354	153,672
	Monthly	10,535	11,062	11,615	12,196	12,806
	Hourly	60.78	63.82	67.01	70.36	73.88
Administrative Services Director	Annual	136,412	143,233	150,394	157,914	165,810
	Monthly	11,368	11,936	12,533	13,159	13,817
	Hourly	65.58	68.86	72.30	75.92	79.72
Planning & Building Director	Annual	139,909	146,905	154,250	161,963	170,061
	Monthly	11,659	12,242	12,854	13,497	14,172
	Hourly	67.26	70.63	74.16	77.87	81.76
Fire Chief (2)	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	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 (1) (2)	Annual					235,072
	Monthly					19,589
	Hourly					113.02

(2) Salaries do not have a scale.

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

Report to the City Council
Regular City Council - 14 Jun 2022

Agenda Section: **NEW BUSINESS**

Subject: **Consideration and Proposed Approval of a Resolution approving of a One Year Agreement for Marketing and Promotional Services Agreement in the amount not-to-exceed $231,525 between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2022-23**

CEQA Determination: **Not a CEQA project**

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

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena (City) has contracted with the St. Helena Chamber of Commerce (Chamber) for professional marketing and promotional services to market and promote St. Helena as a desirable tourist destination of choice. The Chamber contract also calls for the Chamber to provide special events held throughout the year. The contract for marketing, promotional and event production services was $220,500 in FY 21/22.

The City requested additional one-time marketing and promotional services ($100,000) last year in an effort to address the economic difficulties brought on by the COVID-19 pandemic and to support local businesses. The COVID Business Recovery Destination Marketing Plan was for targeted business recovery that met the City Council Goal 4 and aligns with the Community Budget Survey conducted in 2021.

DISCUSSION

The City recognizes the need for professional marketing and promotional services in our City and continues to appreciate the successful work of the Chamber. The community events are well received and recognized by the City, and support and benefit the business environment.

The City's budget demands include many competing priorities as presented in the May 31, 2022 Budget Workshop. With the evolving COVID-19 environment, it remains critical that this year's spending plan reinforces the Council's budget priorities and supports the delivery of key projects via the City's goals and workplan.

The City is recommending a one year agreement with the Chamber to continue the very well done work and much enjoyed events.

The City Council has provided direction to staff to move forward prudently and strategically to balance competing budget demands. This plan will allow for flexibility as the City desires to maintain a robust commitment to marketing and promotion. A key component of this includes the Long Range Financial Plan (LRFP) that will be reviewed in 2022/23 in which marketing and promotion will surely be a part of our on-going strategy for economic health and growth. The City is aware that the Chamber sees the value of more funding, and the City sees the need to maintain the existing funding levels and will consider appropriate future and on-going funding level through the LRFP.

The City Council's Goals are:

- Goal 1 - Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health
- Goal 2 - Stabilize, Maintain, and Improve Access to Housing
- Goal 3 - Enhance Organization Performance and Commit to Full Public Participation, Ongoing Communication, and Regional Collaboration
- Goal 4 - Ensure Long-Term Economic Sustainability while Supporting St. Helena's Charm and Rural Character
- Goal 5 - Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of our Youth
- Goal 6 - Support Initiatives that Respond to and Plan for Climate Change

At the May 24, 2022 City Council meeting, the St. Helena Chamber of Commerce provided its FY 2021-22 annual report pursuant to Section 5 of the current Agreement, which requires the Chamber to provide an annual report of all expenditures 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 City desires to continue its collaboration with the St. Helena Chamber of Commerce for special event production and Marketing and Promotional Services. Staff recommends continuation of Marketing and Promotional services via a one year agreement, keeping the same scope of work, and including a 5% increase for a total contract amount of $231,525 for FY 2022-23. We do not recommend a continuation of the additional Business Recovery Services provided last year.

FISCAL IMPACT

The total fiscal impact of approving the agreement is for a not-to-exceed amount of $231,525. The funding has been included in the proposed FY 2022-23 budget.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution approving the agreement.

ATTACHMENTS

Attachment 1 - City Chamber Contract FY 2023
Attachment 2 - FY 2021-22 Chamber of Commerce Resolution

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 14, 2022 ("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 2022-23 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 THIRTY-ONE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS ($231,525) 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, 2022, and shall terminate on June 30, 2023, 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 THIRTY-ONE THOUSAND FIVE HUNDED TWENTY-FIVE DOLLARS ($231,525). Said payments shall be made in quarterly installments of FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS ($57,881.25) 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 THIRTY-ONE THOUSAND FIVE HUNDED TWENTY-FIVE DOLLARS ($231,525) 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 2022-2023 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, material 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, 2023, 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, 2023, then NINETEEN THOUSAND TWO HUNDRED NINTY-THREE DOLLARS AND SEVENTY-FIVE CENTS ($19,293.75) of the FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS ($57,881.25) 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 2023 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:	City:
By: _____	By: _____
Name: Amy Carabba-Salazar	Name: James C. McCann
Title: CEO/President	Title: Interim 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 website and provide a link to the City website. 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
TOTAL	**$30,000**

CITY OF ST. HELENA

RESOLUTION NO. 2022-

APPROVING: MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF COMMERCE FOR FY 2022-23 FOR AN AMOUNT NOT-TO-EXCEED $231,525

RECITALS

A. The City of St. Helena desired to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and

B. California Government Code Section 37110 provides the City with authorization to spend money from the General Fund to, among other things, promote the City; and

C. The St. Helena Chamber of Commerce represents it is a recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and

D. The St. Helena Chamber of Commerce 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.

RESOLUTION

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

1. Approval of these Agreements are not a CEQA project; and
2. The City Council approves the Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2022-23 in an amount not-to-exceed $231,525; and
3. The City Council authorizes the City Manager to execute the Agreements on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 14, 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:

_____
Geoff Ellsworth, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk