



City of St. Helena
Regular City Council Meeting
Tuesday, July 26, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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.

Page

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. PRESENTATIONS AND PUBLIC RECOGNITIONS
 - 5.1. Oath of Office for incoming City Manager Anil Comelo administered by City Clerk Cindy Tzafopoulos
6. 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.
 - 6.1. [Public Comment.Susan Kenward](#)
7. 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.
8. CONSENT ITEMS
Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
 - 8.1. Consideration and proposed approval of Regular and Special Meeting Minutes of June 28, 2022

7 - 23

25 - 38

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve

[06-28-2022 Special City Council - Applicant Interview Meeting - Minutes](#)

[06-28-2022 Regular City Council - Minutes](#)

- 8.2. Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Business Recovery 39 - 42

CEQA Determination: Exempt

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Staff recommends the City Council approve the attached resolution.

[Staff Report - Pdf](#)

- 8.3. Consideration and Proposed Approval of a Resolution (1) Approving Amendment #11 to the Unrepresented Compensation Program for a Three-year Program Period Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Unrepresented Compensation Program. 43 - 84

CEQA Determination: Not a CEQA project

Prepared By: James C. McCann, Interim City Manager

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 8.4. Consideration and proposed approval of a Resolution of the City Council of the City of St. Helena reciting the fact of the primary election held on June 7, 2022, certifying and declaring the result of the election 85 - 108

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Adopt the resolution accepting the certification of the vote for Measure G and Measure H.

[Staff Report - Pdf](#)

- 8.5. Consideration and Proposed Approval of a Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a General Municipal Election to be Held on Tuesday, November 8, 2022; Requesting the Consolidation by the Napa County Supervisors for the Statewide General Election and that Napa County Provide Election Services with full Reimbursement by the City of St. Helena 109 - 114

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve the resolution.

- [Staff Report - Pdf](#)
- 8.6. Approval of the Measure T Master Funding Agreement and Authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency 115 - 133
- CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Staff recommends City Council adopt the attached resolution.
- [Staff Report - Pdf](#)
- 8.7. Consideration and proposed adoption of a Resolution approving plans and specifications for the Pavement Restoration, Project R22-79, and authorizing advertisement for bids. 135 - 168
- CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer
Recommendation:
Staff recommends City Council adopt the attached Resolution.
- [Staff Report - Pdf](#)
- 8.8. June 2022 Review and Forecasting of City Water Supply Availability 169 - 174
- CEQA Determination: Exempt
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Receive and file.
- [Staff Report - Pdf](#)
- 8.9. Consideration and Proposed Approval of Resolution to Enter into Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District Establishing the Duties and Responsibilities of the School Resource Officer and 50% Shared Costs of Overtime Incurred while Performing School Resource Officer Duties for the Fiscal Years 2022-23 and 2023-24. 175 - 194
- CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Staff recommends approval of resolution and Authorizing the City Manager to Execute the Agreement.
- [Staff Report - Pdf](#)
9. NEW BUSINESS
- 9.1. Informational presentation and overview of the City's Pavement Management Program. 195 - 204
- CEQA Determination: Not a CEQA project

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

Recommendation:

Receive presentation, discuss, and provide input and direction as appropriate.

[Staff Report - Pdf](#)

10. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 9, 2022, at 6:00 p.m.

This agenda was posted at City Hall, 1572 Railroad Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on July 22, 2022.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1572 Railroad Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

I am Susan Kenward. Thank you for the opportunity to appear before you tonight.

I added three marked exhibits for inclusion in the record of this appeal:

Exhibit 1, which is a true and correct copy of a 128 page PDF of the Staff report for the April 26, 2016 City Council agenda. This document was obtained from the City Clerk. It shows the intents of the culmination of months of meetings and citizen input, beginning with a “town hall session” that drew more than 80 attendees and reams of comments (*Exhibit 1 and Attachment B*). to “formal and codified the renewal process”. This is very important to understand, it is how the citizen spent hours to make sure we had a set of enforceable rules not subject to “the spirit” of a document but rather to a formal and codified process with robust enforcement. But here we are again.

Exhibit 2 is a true and correct copy of the STR ordinance, printed off the City website.

Exhibit 3 is a true and correct copy of the renewal application for this STR, filed March 16, 2022, also obtained from the City website.

Several neighbors are with me; some may want to testify about the impact of this STR on this neighborhood.

My comments are backed by citations. if you want more specifics, I am happy to provide that information.

VIOLETIONS AND MISREPRESENTATION

A. This STR violates at least TWO Restrictions and Standards of the Ordinance. In addition, the owners provided false and misleading information in connection with this renewal.

1. The first violation is of the “local contact person” standard, Section H of the Restrictions and Standards [17.134.040(H)]. The ability of a local person to be available and physically able to be on site within 30 minutes is an express requirement of the STR Ordinance. The purpose is enforcement, which the City Council sought to improve and strengthen in 2016 when it amended the local contact provisions See page 7 of Exhibit 1 and that document.

- a. In this case, the local contact - Trevor Fessenden – is not local.
 - b. Section H of the Standards requires Trevor to be physically capable of being on site within 30 minutes. That is not possible.
 - c. Trevor lives in Southern California. He and the owners admit this.
2. The owners provided false and misleading information on their renewal, Exhibit 3, with respect to Trevor’s role as “local contact person,”.
 - a. Each renewal applicant must file an application that requires the owner to certify that the STR is in compliance.
 - b. In this case, the owner falsely states that Trevor Fessenden’s address is 924 Signorelli Circle in St. Helena.
 - c. On page 3, the owner falsely certifies that Trevor will be available 24/7 to accept calls and physically able to be at the unit within 30 minutes.
 - d. Providing false and misleading information with processing this renewal constitutes grounds to revoke this permit under the Revocation provisions. *[Revocation 17.134.090(A)(1).]*
 3. This STR violated Section I(4) of the Restrictions and Standards, which prohibits parties or gatherings that exceed the maximum number of 8 guests allowed. *[17.134.040]*
 - a. My appeal refers to an event with about 25 people in attendance. When I called the police and asked them to respond to noise associated with this event, they told me to go over to the house myself, which I did. I personally observed a large group of about 25 people. One of the guests told me he was the host and it was a wedding celebration which, if true, is prohibited. Whether or not it was a wedding, the numbers of guests I observed at this gathering certainly exceeded the maximum of 8.
 4. Under the Renewal provisions, the violations to the Standards and Restrictions gave the Planning Director:
 - a. Grounds to deny the renewal *[Renewals 17.134.065(E)]*;

- b. Only Discretion to refer the renewal to YOU for public hearing *[Renewals Section 17.134.065(D) referencing Permit Processing Section 17.134.060 which requires the Director to review compliance of the STR with the Ordinance and any other conditions of approval [Subsection E]].*

5. Given all of the above, it is more than absurd for the Staff to suggest that:

- a. At this date Trevor can just designate someone else to respond physically to the property
- b. That it meets the “spirit” of the Ordinance and
- c. uphold the renewal.

That action is equivalent to granting the staff the ability to write a variation or rewriting a material requirement of the Ordinance here and now, without notice and hearing to citizens, which the staff is not empowered to do. There is no “spirit” of the ordinance just the rules, clearly laid out.

It also wipes away the misrepresentation in the Renewal Application – which is a serious enough offense in and of itself to warrant revoking the permit.

My appeal, and these violations should have triggered *more* NOT LESS scrutiny of this renewal application.

B. DISCRETION

1. The decision to allow staff to exercise discretion to determine the validity of the complaints
 - (i) is not authorized anywhere under the language of the Ordinance
 - (ii) deprived me and others of due process, and
 - (iii) is inconsistent with legislative history and structure of the Ordinance.

Let’s take these one at a time.

- a. The ordinance plainly states that if three or more “STR related complaints” are filed over two years, a renewal “shall be referred to the Planning Commission for action at a public hearing.” *[Renewals Section 17.134.065 (D)]*.

- i. There are five police records related to this STR in the Staff Report.
 - ii. The Ordinance does not require complaints from multiple sources.
 - iii. The Ordinance does not grant the Police and Planning Departments the right to conduct an internal review and adjudicate a case without hearing from all sides. You are the body designated to make that decision.
- b. The exercise of discretion deprived me and my neighbors of our right to due process. What is the purpose of a public hearing? When issues are flagged, the public hearing provides the fair and proper forum to determine whether to renew a STR permit. The Police can come and tell their side of the story. So can the neighbors. I was never offered an opportunity to tell my side of the story or provide evidence to corroborate my complaints.
- c. The structure of the Ordinance and its legislative history do not support the staff's right to discretion exercised here.
 - i. Where discretion is allowed to be exercised under this Ordinance, it is expressly stated– and in only two places:
 - 1. The Renewals Section (*Renewals (D)*) expressly gives the Planning Director discretion to refer renewals to the Planning Commission
 - 2. The only other instance where the Ordinance grants discretion is in in the Violations, Enforcement and Penalties Section. [17.134.100]. There, the provisions grant the court and hearing officer discretion to reduce penalties,
 - ii. discretion is also inconsistent with the Legislative history of the 2016 amendments. Again, They were the culmination of months of meetings and citizen input, beginning with a “town hall session” that drew more than 80 attendees and reams of comments (*Exhibit 1 and Attachment B*).
 - 1. In 2016, City Staff wasn't asking for discretion, they wanted a “formal and codified renewal process”. See *Exhibit 1, pg 4*.

2. The tenor of the proceedings was not to allow the Staff discretion but rather to remove themselves as ultimate decision-makers in favor of resolving issues through the public hearing process.

In 2016

3. Nuisance activities from STRs were “a prominent issue.”
4. Standards were strengthened, including the website listing.
5. The Ordinance was amended to state that owners “shall” cause their renters not to cause nuisance or other problems, as opposed to “use best efforts” to do so, - - notwithstanding Mr. Demchuck’s written objection to that change, where he also admitted there were two letters of opposition to the STR as far back at 2015-16. Exhibit 1, pg 112-13.
6. These Amendments were designed to “provide robust enforcement remedies”. (*Exhibit 1, pgs 3; 6; pg 7, item 7; pg 15 (provide “robust” enforcement remedies”).*)

The administrative dismissal of my complaints that occurred here was never intended under the Ordinance. And indeed, I am made out to be a lone crank, when in fact the record includes complaints from others.

Sadly, the Staff Report also shows the Police Department and Staff commiserating with the owners about what to do about ME, going so far as to suggest to the owners that they consider obtaining a restraining order against ME or that I should be charged for “misuse” of Police resources. [Staff Report 27-29] These shocking revelations turn the enforcement provisions of the Ordinance on their head. To what end, I ask? Sadly, All I can say is that this is MEAN, just outright mean.

2. The violations of the Restrictions and Standards, the false certification on the Renewal Application, and the unauthorized exercise by the staff of discretion are ample grounds for the Planning Commission to uphold my appeal and deny the renewal. Alternatively, you might enter a finding that the permit should have been denied or revoked based on the violations. In either case, I request that you also direct the City to refund the \$1600 fee I paid to bring this unnecessary appeal if the rules were followed in the first place.
3. I have one final comment. The Staff Report *[page 25]* confirms that in 2021, this STR was in operation 210 days and 70 days for use by the five family members - a total of 280 out of 365 days and hundreds of thousands of dollars for ownership. This is truly a pure commercial operation in a small residential zoned neighborhood. For those who are concerned about impacts of fractional ownership on residential neighborhoods, I ask how you would feel about this STR operation where you live. It is time to revisit the STR regulations and protect residents from unreasonable disturbance and change to the character of their neighborhoods.

I submit the forgoing comments with citations as Appellant's Exhibit 4 and ask that it be included in the record.

Thank you.

May 17, 2022

City of St. Helena Planning Department
RE: Short-term Rental at 1702 Tainter Street

City of St Helena, City Hall
Received

MAY 19 REC'D

1480 Main St.
St Helena, CA 94574

I am writing in support of an appeal of the decision to renew permission of this short-term rental because

- 1) there have been violations of the requirements by the owners and tenants of the property
- 2) there were violations of the renewal process by the City itself.

I live at 1673 Adams Street and my backyard is one property over from the backyard in question. When occupied, the noise level has been excessive. I understand there are occupancy limits for short-term rental and given the noise we hear, I must believe there are multiple families using the home and yard. The shouting and high-volume activity often goes on well past 11 pm.

These disturbances are in violation of the rules the city has in place for quiet past 10 pm and for avoiding unreasonable noise in general.

As far as the City's own code for these rental properties, it is my understanding that an owner must be a local contact person and I have been told that this is not the case. In addition, as part of the renewal process, if there have been complaints, the renewal must be referred to the planning commission for action at a public hearing. Despite the fact that our neighbor has been uncomfortable enough to contact the police and the administration on several occasions, there was no opportunity for public comment before this permit was renewed.

Finally, I was surprised to hear there was such a steep fee to appeal a decision that was clearly made in error. This policy seems prohibitive to many citizens of St. Helena and could result in the City violating its own code with no repercussions. It just doesn't seem right that only those with the means to pay a large fee have the right to question the city's actions and get answers about its decisions.

I hope that there will be further investigation into the renewal of this short-term rental permit.



Diane Armstrong
1673 Adams Street
St. Helena



APPEAL APPLICATION

Planning Department
1572 Railroad Ave.
St. Helena, CA 94574
(707) 968-2659

FILE NUMBER _____

For additional information, zoning, forms & documents please visit us on the web at: <http://www.cityofstheleena.org/content/planning>

PLEASE TYPE OR PRINT

Project Name SHORT TERM RENTAL Appeal of renewal
Project Site Address 1702 TAINTER ST. St. Helena, CA 94574
APN _____ Additional APN _____

APPELLANT INFORMATION

Name Diane Armstrong
Address 1673 Adams St
City St. Helena
State CA Zip 94574
Phone 707-321-3344
Email peaha@aol.com

APPELLANT INFORMATION

Name Susan Tor Kenward
Address 1713 Adams St.
City St. Helena
State CA Zip 94574
Phone 707 246 6389
Email PSCKENWARD@gmail.com

NOTE: Additional appellant(s) information (name, address, phone number, email, and signature) shall be attached to the application.

OFFICE USE ONLY

Related files _____
General Plan _____ Zoning _____
Application Fee \$ _____ Public Hearing / Mailing \$ _____
Total Fees Received \$ _____ Received by _____

Staff Notes:

I, _____, hereby file this application for an appeal and agree to pay any and all processing fees imposed by the St. Helena Municipal Code and City Council Resolution(s), or as they may be amended from time to time.

Date: 5-15-22 Appellant's Signature: [Signature]

Date: 5.15.22 Appellant's Signature: [Signature]

Date: 5.16.22 Appellant's Signature: See below

Kathleen Carrick
Stockton St.
St. Helena, CA.

(out of the country but you have her signature)
on appeal letter
kathleen.carrick@live.com

PROCESSING FEES:

☒ Minor Appeal	\$1,000
☒ Public Hearing Notice	\$600

Michelle M. Wagner

1639 Adams Street

St. Helena CA

707-637-3465

michelle.m.wagner78@gmail.com

Michelle M Wagner

REQUIREMENTS FOR A COMPLETE APPEAL APPLICATION:

The following list is not exhaustive, some applications may require additional information. Consult with a planning staff member to determine whether additional materials are required for your appeal.
Incomplete applications will not be accepted.

Please use the space below and/or attach separate sheets.

☒ ACTION being appealed, including the name of the commission or board and date the action was taken:

The following residents: Susan + Toe Kemrond, Pearl Armstrong,
Michelle Wagner and Kathleen Conrich, are appealing the
Planning Director's administrative decision to renew Short Term
Rental at 1702 Taunter, St. Helens

☐ ACTION requested by appellant:

To repeal the STR at 1702 Taunter St. St. Helens

☒ REASON for appeal:

See attached document with signatures.

April 18th, 2022

City of St. Helena Planning Department:

Peah Armstrong, Susan Kenward, Michelle Wagner and Kathleen Carrick are appealing the Planning Director's administration's decision to renew the short-term rental at 1702 Tainter, St. Helena.

First: 17.134.040 I 1. " Quiet hours shall be maintained from ten p.m. to seven a.m., during which noise within or outside the short-term rental dwelling shall not disturb anyone on neighboring property." L. " The owner-applicant shall ensure that the occupants and/or guest of the short-term rental use to not create unreasonable noise or disturbances, engage in disorderly conduct..."

There are often loud parties with the tenants playing bocce ball, drinking and using foul language and disorderly conduct during the weekends and on holidays so that we are uncomfortable being in our backyard. We have complained to the owner/manager on many occasions and on more than three occasions in the past two years, called the police. I have the police records.

In July of 2021 there was a wedding celebration with more than 25 guest where the noise could be heard even across Adams St

17.134.040 E. The total number of guests staying in the short-term rental dwelling at any one time shall be no greater than two times the number of bedrooms plus two persons or a maximum of twelve (12).

Second: 17.134.040 H " The local contact person shall be available twenty-four (24) hours a day to accept telephone calls and respond physically to the short-term rental with-in thirty (30) minutes when the short term rental is rented and occupied." 17.134.40 B The short-term rental permit shall be in the name of the owner-applicant who shall be an owner of the real property up which the short-term rental use is to be permitted

Often when I call the owner/manager, Trevor Fessenden (see attached City of St. Helena Permitted Short-term Rental document) , he does not answer the phone. It is my understanding that he lives in southern California and is therefore misrepresenting his living in St. Helena. The home is owned by The Demchuk Family Trust. They

(over)

were asked to contact us, which they never did.(see attached email) I called the managing owner before calling the police on each occurrence. There are many owners, each of which is also allowed two weeks in the house.

Three: 17.134.065 C Renewals “ The planning department will refer the application to the St. Helena police department to request all police calls for service or complaints lodged against the property over the course of the two-year permit.”D. “ ...and has fewer than three STR related complaints filed over a two year period...If all these provisions are not met, the renewal shall be referred to the planning commission for action at a public hearing.” E. “...no permit shall be approved if the operation of the short-term rental has created an adverse impact on the neighborhood in which it is situated...”

We were never notified that this property was up for renewal nor when the administration made the decision of the renewal request even though I had complained several times to the administration and called the police to file complaints on several occasions. I have copies of the Police records.

We feel the planning director did not have the authority to make this decision without notifying the neighbors.

Susan Kenward
1713 Adams Street
St. Helena. 707 246 6389

*all original signatures
on letter to the planning
department*

The undersigned have also experienced similar issues with this rental and request 1702 Tainter be denied a renewal of its short-term rental agreement with the City of St Helena. (Maya DeRosa has the original with all signatures and Address.

Michelle Wagner
1631 Adams Street
St. Helena

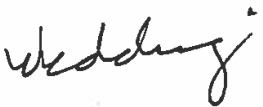
Rick Tompson
1631 Adams Street
St. Helena

1673 Peah Armstrong
Adams Street
St. Helena

Fred Hipp
Stockton St
Saint Helena

Kathleen Carrick
Stockton St
St. Helena

*you have
all signatures
on original document*

CONTROLLED DOCUMENT - DO NOT DUPLICATE											ST HELENA POLICE DEPARTMENT										Page 1	
	CAD INCIDENT REPORT												2107120116		07/27/2021							
	Location 1702 TAINTER ST						Cross Streets ALLYN AV				City ST HELENA											
	Incident Type CCVIO - CITY CODE VIOLATION						Call Taker C14				Dispatcher C14											
	Date 07/12/2021		Priority		Primary Unit L7		Beat		Fire Zone		Area		Map		Source TELEPHONE CALL							
	Caller Name KENWARD, SUSAN						Caller Address						Caller Phone									
	Dispositions Checks Ok, Assisted						Weapon				Alm Level		Case Number									
	Vehicles						Associated Incidents															
	Incident Times				Special Circumstances																	
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L7		92		19:08:10						19:10:46		N/A		N/A		N/A		02:36				
L7		92		19:23:48				19:25:11		19:48:15		01:23		N/A		23:04		24:27				
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Incident Comments complaint regarding a short term rental. Per caller supposed to be no more than 8 people. Per caller people are playing bocce ball and make noise when they celebrate.																						
																						

CONTROLLED DOCUMENT - DO NOT DUPLICATE	ST HELENA POLICE DEPARTMENT										Page 1																														
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Incident Comments rcagrding same noise complaint, stating it is now louder.																																									



ST HELENA POLICE DEPARTMENT

Page 1

CAD INCIDENT REPORT
2107130085

07/27/2021

CONTROLLED DOCUMENT - DO NOT DUPLICATE

Location MARTHANN DEMCHUK SURVIVORS TRUST, 1702 TAINTER ST				Cross Streets ALLYN AV		City ST HELENA																															
Incident Type CCVIO - CITY CODE VIOLATION				Call Taker C14		Dispatcher C14																															
Date 07/13/2021	Priority	Primary Unit S2	Beat	Fire Zone	Area	Map	Source TELEPHONE CALL																														
Caller Name KENWARD, SUSAN			Caller Address			Caller Phone																															
Dispositions Closed Otherwise				Weapon		Alm Level	Case Number																														
Vehicles				Associated Incidents																																	
Incident Times		Special Circumstances																																			
Received 19:50:41		<table border="1"> <thead> <tr> <th>Persons</th> <th>Sex</th> <th>DOB</th> <th>Race</th> <th>DL</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>						Persons	Sex	DOB	Race	DL																									
Persons	Sex							DOB	Race	DL																											
Created 19:52:21																																					
Dispatched 19:52:34																																					
En Route 19:54:14																																					
On Scene 20:01:44																																					
Closed 20:17:01																																					
Revd-Closed 26:20																																					
Unit Times	Officers	Dispatched	Enroute	On Scene	Clear	Disp-On Scene	Enrt-On Scene	On Scene-Clear	Disp-Clear																												
L1	29	19:52:34			19:54:03	N/A	N/A	N/A	01:29																												
S2	28	19:54:06	19:54:14	20:01:44	20:17:01	07:38	07:30	15:17	22:55																												

Incident Comments

neighbor making noise while playing boccee ball. Been happening for about an hour.

CONTROLLED DOCUMENT - DO NOT DUPLICATE											ST HELENA POLICE DEPARTMENT										Page 1				
	CAD INCIDENT REPORT										2106160061		07/27/2021												
	Location 1702 TAINTER ST										Cross Streets ALLYN AV					City ST HELENA									
	Incident Type 415 - DISTURBANCE										Call Taker CII					Dispatcher CII									
	Date 06/16/2021			Priority		Primary Unit L5		Beat		Fire Zone		Area		Map		Source TELEPHONE CALL									
	Caller Name KENWARD, ALLAN TOR										Caller Address										Caller Phone				
	Dispositions Checks Ok										Weapon					Alm Level					Case Number				
	Vehicles										Associated Incidents														
	Incident Times Received 22:01:43 Created 22:03:17 Dispatched 22:03:20 En Route 22:03:45 On Scene 22:05:55 Closed 22:14:19 Rcvd-Closed 12:36										Special Circumstances														
	Unit Times Officers L5 90										Dispatched 22:03:20		Enroute 22:03:45		On Scene 22:05:55		Clear 22:14:19		Disp-On Scene 02:35		Enrt-On Scene 02:10		On Scene-Clear 08:24		Disp-Clear 10:59
Incident Comments loud party- with loud voices and bocci ball. RP advises ball is bouncing on the wall next to RP's bedroom. RP does not want contact, believes the place is a rental.																									

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, June 28, 2022 @ 4:30 PM

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

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

Absent: None

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

- 4.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

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

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

NOES: None

ABSENT: Vice Mayor Paul Dohring

ABSTAIN: None

RECUSE: None

- 5. PUBLIC COMMENT:**

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.

- 6. NEW BUSINESS:**

- 6.1 The following lists the names of the individuals with expiring terms and applications received.

Special City Council
June 28, 2022

Planning Commission

Planning Commissioner Dan Hale's term of office will expire June 30, 2022.

Two applications were received from Chris Warner and Chris Fowler for one available term.

Active Transportation & Sustainability Committee

Active Transportation & Sustainability Committee members Glenn Smith, Leslie Stanton, Madelyn Chandler and Katherine MacDonnell's term of office expire June 30, 2022. One alternate term expiring June 30, 2022 remains available and the recruitment will be left open until filled.

Three applications were received from Glenn Smith, Leslie Stanton and Madelyn Chandler.

Library Board of Trustees

Library Board of Trustee members Alexandra Haslip, Rebecca Wendt, Terry Wood and Juliet Valmont's term of office will expire June 30, 2022.

Five applications were received from Alexandra Haslip, Patricia Ericson, Suzanne Roomian, Terry Wood and Juliet Valmont for four available terms.

Parks and Recreation Commission

Parks and Recreation Commission members Tye Taylor, Chris Warner and Michelle Deasy's term of office will expire June 30, 2022.

Three applications were received from Doug Boesch, Michelle Deasy and Tye Taylor for three available terms.

The applicant interview meeting was conducted which included applicants Chris Fowler, Chris Warner, Madelyn Chandler, Glenn Smith, Leslie Stanton, Patricia Ericson, Suzanne Roomian, Juliet Valmont, Doug Boeche and Michelle Deasy that addressed the City Council.

No public comment was received.

7. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 5:07 p.m.

The special City Council meeting minutes of June 28, 2022 were approved at the regular City Council meeting of July 26, 2022.

Special City Council
June 28, 2022

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzaferopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, June 28, 2022 @ 6:00 PM

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

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

Absent: None

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

City Clerk Cindy Tzafopoulos noted that item 8.1 would not be heard and item 10.2 would be heard after consent.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 5. PUBLIC FORUM:**

No public comment was received.
- 6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:**

Reports were made by staff and City Council.

Regular City Council
June 28, 2022

Mayor Ellsworth requested adding a future agenda item on the topic of City owned surplus property, Council Member Hall agreed.

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 and proposed approval of Regular Meeting Minutes of May 24, 2022 and June 14, 2022 and proposed approval of Special Meeting Minutes of May 24, 2022 and May 31, 2022.
Prepared By: Cindy Tzafopoulos, City Clerk

- 7.2 Consideration and Proposed approval of a Resolution Approving the St. Helena Chamber of Commerce 2022 Concert in the Park Series

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Chantel Delay, Administrative Assistant

Recommendation:

Staff recommends City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on July 7, 14, 21, 28, 2022, between the hours of 6:00 pm and 8:00 pm. This event request includes a wine vendor as well.

- 7.3 Consideration and proposed approval of a resolution authorizing the St. Helena High School annual homecoming parade on Main Street and authorizing City staff to provide traffic control before, during, and after the parade.

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Chantel Delay, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt the attached resolution.

Item 7.4 was pulled from consent.

- 7.4 ~~Proposed approval of a resolution approving an extension to the maturity date of a promissory note between the City of St. Helena and Hunt Avenue Associates for up to 18 months from the current maturity date of August 1, 2022, extending the maturity date to February 1, 2024, and authorizing the City Manager to execute the necessary documentation for this amendment.~~
- 7.5 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

Regular City Council
June 28, 2022

Recommendation:

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

- 7.6 Consideration and Proposed Approval of a Resolution (1) Approving Amendment #3 to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the Police Officers' Association Member Classifications.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Staff recommends approval of the attached resolution.

Council Member Eric Hall moved to approve Consent items 7.1 through 7.6, with the exception of item 7.4. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 7.4 Proposed approval of a resolution approving an extension to the maturity date of a promissory note between the City of St. Helena and Hunt Avenue Associates for up to 18 months from the current maturity date of August 1, 2022, extending the maturity date to February 1, 2024, and authorizing the City Manager to execute the necessary documentation for this amendment.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve a resolution approving an extension to the maturity date of a promissory note between the City of St. Helena and Hunt Avenue Associates for up to 18 months from the current maturity date of August 1, 2022, extending the maturity date to February 1, 2024, and authorize the City Manager to execute the necessary documentation for this amendment.

Council Member Hardy addressed the City Council.

April Mitts, Assistant City Manager addressed the Council.

Regular City Council
June 28, 2022

No public comment was received.

Council Member Lester Hardy moved to approve item 7.4. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

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

8. PUBLIC HEARINGS

8.1 This item will not be heard.

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

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Recommend Approval of a Resolution Adopting the Saint Helena Police Department Policy 707 "Military Equipment".

9. OLD BUSINESS

9.1 Consideration and proposed approval of a resolution: (1) approving Revision No. 3 to City Council Policy P-FI-0016 Financial Policy related to: (a) compliance with GASB Statement No. 98 updating the name, "Comprehensive Annual Financial Report" to "Annual Comprehensive Financial Report", (b) update language related to financing Capital Improvement Projects and (2) repealing and rescinding any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016 Financial Policy, Revision No. 3.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends City Council adopt the attached resolution and provide additional direction in regards to other policy considerations to be brought back to City Council for consideration.

Regular City Council
June 28, 2022

Item 9.1 was heard after item 10.2.

April Mitts, Assistant City Manager reported on the item.

Council Member Hardy requested a change on page 5 of the financial policy P-FI-0016, C5, sentence two replacing its entirety to read: "It should also identify which capital needs the agency will fund, when it will fund them and from what resource."

No public comment was received.

Council Member Anna Chouteau moved to approve the attached Resolution for the financial policy with Council Member Hardy's revision of changing on page 5 of financial policy P-FI-0016, C5, sentence two replacing its entirety to read: "It should also identify which capital needs the agency will fund, when it will fund them and from what resource." The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

It was the consensus of the City Council to schedule a future special meeting regarding the other policy considerations.

9.2 Consideration and Proposed Approval of the following resolutions related to the Napa Valley College Tenant Improvements C22-0001

1. (1) Approving Murray Building, Inc, of Sonoma California, as the Lowest Responsive and Responsible Bidder; (2) Authorizing the City Manager to Execute, Enter into and Implement the Contract by and between the City and Murray Building, Inc. for Project No. C22-0001 Napa Valley College Tenant Improvements in the Amount of \$1,167,379.00; and (3) Authorizing the Director of Public Works to Approve Change Orders Not-to-Exceed 10% of the Contract Amount.
2. Approving a Professional Services Agreement with MarinIT for Information Technology Upgrades and Relocation Services as part of the Napa Valley College Tenant Improvements (Project C22-001) in an Amount Not-to-Exceed \$219,259.86 and Authorizing the City Manager to Execute the Agreement.
3. Approving a Five-year Lease Agreement with Vesta Modular for the St. Helena Police Department Portable Locker Room for an Amount Not-to-

Regular City Council
June 28, 2022

Exceed \$423,956; FY 22/23 - \$116,117; FY 23/24 - \$58,013, FY 24/25 - \$58,013, and FY 25/26 - \$58,013, FY 26/27 - \$133,798 and Authorizing the City Manager to Execute the Agreement.

4. Approving Amendment No. 4 to Professional Services Agreement with Noll & Tam Architects STH Contract: FY 2021-071 in the amount of \$44,923 for Construction Administration for a Total Contract Amount Not-to-Exceed \$236,483 and Authorizing the City Manager to Execute the Agreement.
5. Approving a Professional Service Agreement with Greystone West Company for Construction Management Services for the Napa Valley College Tenant Improvement Project in an Amount Not-to-Exceed \$70,566.73 and Authorizing the City Manager to Execute the Agreement.

CEQA Determination: CEQA varies for each action

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

Recommendation:

Staff recommends City Council Approves the Attached Resolutions.

Jim McCann, Interim City Manager and Preya Nixon, Assistant to the City Manager reported on the item.

It was the consensus of the City Council to revisit long term options including potentially extending the lease at Napa Valley College or looking into acquiring the building.

No public comment was received.

Vice Mayor Paul Dohring moved to approve the following Resolutions related to the Napa Valley College Tenant Improvements C22-0001:

1. (1) Approving Murray Building, Inc, of Sonoma California, as the Lowest Responsive and Responsible Bidder; (2) Authorizing the City Manager to Execute, Enter into and Implement a Contract by and between the City and Murray Building, Inc. for Project No. C22-0001 Napa Valley College Tenant Improvements in the Amount of \$1,167,379.00; and (3) Authorizing the Director of Public Works to Approve Change Orders Not-to-Exceed 10% of the Contract Amount.
2. Approving a Professional Services Agreement with MariniIT for Information Technology Upgrades and Relocation Services as part of the Napa Valley College Tenant Improvements (Project C22-001) in an Amount Not-to-Exceed \$219,259.86 and Authorizing the City Manager to Execute the Agreement.
3. Approving a Five-year Lease Agreement with Vesta Modular for the St. Helena Police Department Portable Locker Room for an Amount Not-to-Exceed \$423,956; FY 22/23 - \$116,117; FY 23/24 - \$58,013, FY 24/25 -

Regular City Council
June 28, 2022

\$58,013, and FY 25/26 - \$58,013, FY 26/27 - \$133,798 and Authorizing the City Manager to Execute the Agreement.

4. Approving Amendment No. 4 to Professional Services Agreement with Noll & Tam Architects STH Contract: FY 2021-071 in the amount of \$44,923 for Construction Administration for a Total Contract Amount Not-to-Exceed \$236,483 and Authorizing the City Manager to Execute the Agreement.
5. Approving a Professional Service Agreement with Greystone West Company for Construction Management Services for the Napa Valley College Tenant Improvement Project in an Amount Not-to-Exceed \$70,566.73 and Authorizing the City Manager to Execute the Agreement.

The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10. NEW BUSINESS

10.1 Consideration and Proposed Approval of a Resolution Adopting the FY 2022-23 Budget

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Staff recommends approval of a resolution adopting the City of St. Helena FY 2022-23 Budget.

City Council called for a five minute recess and resumed the meeting at 8:42 p.m.

Vice Mayor Paul Dohring moved to extend the meeting to 9:15 p.m. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Regular City Council
June 28, 2022

April Mitts, Assistant City Manager reported on the item.

No public comment was received.

Council Member Chouteau requested to investigate a grazing program; Mayor Ellsworth agreed.

Council Member Eric Hall moved to adopt the Resolution approving the 2022-23 budget as drafted. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 10.2 Consideration and proposed approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Planning Commission, Parks and Recreation Commission, and Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Staff recommends adopting a resolution appointing applicants to the following committees:

Active Transportation Sustainability Committee

Library Board of Trustees

Planning Commission

Parks & Recreation Committee

Item 10.2 was heard after item 7.4.

City Council called for a five-minute break and resumed the meeting at 6:58 p.m.

Cindy Tzaferopoulos, City Clerk reported on the item.

Regular City Council
June 28, 2022

No public comment was received.

Mayor Geoff Ellsworth moved to nominate Chris Warner to serve on the Planning Commission. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Geoff Ellsworth moved to nominate Glenn Smith, Leslie Stanton and Madelyn Chandler to serve on the Active Transportation Sustainability Committee. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Geoff Ellsworth moved to nominate Terry Wood, Alexandra Haslip, Suzanne Roomian and Juliet Valmont to serve on the Library Board of Trustees. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Geoff Ellsworth moved to nominate Doug Boeschen, Michelle Deasy and Tye Taylor to serve on the Parks and Recreation Committee. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

Regular City Council
June 28, 2022

ABSENT: None
ABSTAIN: None
RECUSE: None

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

11.1 Provided Prior to the meeting.

12. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:20 p.m.

The regular City Council meeting minutes of June 28, 2022 were approved at the regular City Council meeting of July 26, 2022.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

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

**CEQA Exempt
Determination:**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: James C. McCann, Interim City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

On October 12, 2021, the City Council approved a resolution temporarily waiving sign permit fees in support of encouraging business recovery in the community. The resolution had an expiration date of June 30, 2022, however there remain vacant storefronts on Main Street and a continued need to encourage investment downtown. Staff has prepared this item to request the City Council's consideration of a further extension of the waiving of sign permit fees.

DISCUSSION

The City Planning and Building Department administers and processes sign permits. The current fee for a sign permit is \$500 and the fee for signs requiring Planning Commission approval is \$1,000, which does not include the required building permit fee. Recently the City has received some complaints from business owners who have paid sign fees that are more than the cost of the sign. The City is currently evaluating the recommended sign fee which will be incorporated into the Master User Fee Schedule. Until the Master User Fee schedule is adopted and since many businesses are still trying to recover from the economic impact of the COVID-19 pandemic, it is recommended that all sign related fees continue to be waived for an interim period of time through June 30, 2023, or until the adoption of the revised Master User Fee Schedule, (whichever occurs first), including the associated building permit fees. Business owners needing a new or revised sign would

still need to complete a sign permit application and comply with the applicable sign code zoning standards.

FISCAL IMPACT

Due to the limited number of sign permit applications the City receives, the loss of sign permit revenue for the remainder of the fiscal year is not expected to have a significant fiscal impact.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached resolution.

ATTACHMENTS

[Resolution Waiving Sign Fees 7-26-2022](#)

CITY OF ST. HELENA

RESOLUTION No. 2022-

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA WAIVING ALL
FEES RELATED TO SIGN PERMITS THROUGH JUNE 30, 2023 OR UNTIL
ADOPTION OF UPDATED MASTER FEE SCHEDULE, WHICHEVER OCCURS
FIRST**

RECITALS

- A. The City desires to continue to foster economic growth and investment in the City;
and
- B. Due to COVID-19 and the associated residual economic impacts to businesses in
the City, there is a need for the City to reduce economic burdens through eliminating
various application fees; and
- C. The City is aware that the costs to obtain a sign permit in relation to the cost of the
sign are burdensome for businessowners; and
- D. Eliminating all sign fees and related building permit fees for signs through June 30,
2023 or until an updated Master Fee Schedule is adopted (whichever occurs first)
would benefit economic recovery in the City and create incentive for new businesses
to locate in St. Helena; and
- E. The continued temporary waiving of sign fees is consistent with the Business
Recovery Strategy to stimulate new investment downtown; and

RESOLUTION

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

- 1. The City Council approves the waiving of all sign related fees through June 30,
2023, or until the adoption of an updated Master Fee Schedule, whichever
occurs first.

Approved at a Regular Meeting of the St. Helena City Council on July 26, 2022, by the
following vote:

Mayor Ellsworth: _____

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution (1) Approving Amendment #11 to the Unrepresented Compensation Program for a Three-year Program Period Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Unrepresented Compensation Program.

CEQA Determination: Not a CEQA project

Prepared By: James C. McCann, Interim City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

Compensation and benefit terms for the City's mid-managers and department directors are outlined in an "Unrepresented Compensation" program approved by the City Council. The current program was initially approved on March 8, 2016, and has ten subsequent amendments. Compensation adjustments were last provided to mid-managers and department directors in January 2020.

DISCUSSION

The current Unrepresented Compensation Program expired on June 30, 2022. The Interim City Manager recently met with the unrepresented employees to share his recommended changes to the Unrepresented Compensation program. All recommendations have been amended in the proposed Unrepresented Compensation program and are shown in track changes (Attachment 1) along with a final clean copy (Attachment 2).

A summary of the changes is itemized as follows:

- Term - The program period is for a three-year term, effective July 1, 2022 through June 30, 2025
- Annual Cost of Living Adjustments (COLA) - COLA's will be made on July 1st of each year of the agreement as follows:
 - 7/1/22 - 5%
 - 7/1/23 & 7/1/24 - San Francisco/Oakland Hayward CPI-U (April/April) with a maximum increase of 5%
- Equity Adjustments - The City will provide equity adjustments for positions covered under this program until each classification is within 5% of salary market median (95%) based on updated information provided by Ralph Anderson & Associates who conducted the Compensation Survey in 2019. Annual CPI increases for both the City of St. Helena and market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:
 - 7/1/22 - 2.5% equity adjustment
 - 1/1/23 - 2% equity adjustment
 - 7/1/23 - 2% equity adjustment
 - 1/1/24 - 2% equity adjustment
 - 7/1/24 - 2% equity adjustment
 - 1/1/25 - 2% equity adjustment

July 1st Equity Adjustments will be combined with the COLA when calculating the salary adjustment.

As a result of the recently adopted salary for the Assistant City Manager position, a COLA and Equity Adjustment has not been included in FY 2022-23 for this position.

- Uniform Allowance - Uniform allowance, which is provided to the Fire Chief, Police Chief, and Police Lieutenant, has been increased to \$1,250.

FISCAL IMPACT

The estimated costs of the amended program are as follows:

- FY 2022-23 - General Fund \$158,700, Water Fund \$21,450, and Wastewater Fund \$18,400
- FY 2023-24 - General Fund \$166,800, Water Fund \$22,550, and Wastewater Fund \$19,350
- FY 2024-25 - General Fund \$175,150, Water Fund \$23,650, and Wastewater Fund \$20,300

Actual costs in FY 2023-24 and FY 2024-25 indicate the estimated increase over the previous fiscal year and are dependent on market median salary surveys as well as the

annual CPI-U for the San Francisco/Oakland/Hayward area. Costs for FY 2022-23 are included in the proposed budget document.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution.

ATTACHMENTS

[Attachment 1 - Eleventh Amendment Unrepresented Comp Program 2022-07-26 Full Document Redlined](#)

[Attachment 2 - Eleventh Amendment Unrepresented Comp Program 2022-07-26 Salary Schedule Effective 07.01.2022 Resolution Unrepresented Compensation Program](#)

Exhibit A

**UNREPRESENTED COMPENSATION
PROGRAM**

Eleventh~~Tenth~~ Amendment

July 26~~February 8~~, 2022 – July 1~~ne 30~~, 2022 – June 30, 2025

Adopted: March 8, 2016

First Amendment: June 24, 2016

Second Amendment: September 13, 2016

Third Amendment: June 27, 2017

Fourth Amendment: May 8, 2018

Fifth Amendment: October 8, 2019

Sixth Amendment: October 22, 2019

Seventh Amendment: July 14, 2020

Eighth Amendment: October 13, 2020

Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021

Tenth Amendment: February 8, 2022

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

A. At-Will Executive Management
 Administrative Services Director
Assistant City Manager
 Fire Chief
 Library Director
 Planning & Building Director
 Police Chief

Public Works Director
Parks & Recreation Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
~~Operations Manager~~
Senior Engineer
Treatment Plant Manager

C. Confidential

Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 Annual Salary Adjustment:

~~3.1.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent. Effective in July 2018 on the first full payroll period of Fiscal 2018-19, unrepresented employees will receive a three and one-half (3 ½) percent salary increase.~~

~~Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent.~~

~~3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022. Upon completion of the Citywide Classification and Compensation study and any City Council action that is taken as a result of recommendations identified from the study, unrepresented members and the City will commence a reopener for Fiscal Year 2019/2020.~~

<u>Position Title</u>	<u>% out of 95% Market Median</u>
<u>Administrative Services Director</u>	<u>-4.8%</u>
<u>Administrative Services Manager</u>	<u>-4.4%</u>
<u>Assistant Administrative Services Director</u>	<u>-12.8%</u>
<u>Assistant City Manager</u>	<u>0.0%</u>
<u>Assistant Public Works Director</u>	<u>-0.5%</u>
<u>Assistant to the City Manager</u>	<u>3.3%</u>
<u>Chief Building Official</u>	<u>-2.2%</u>
<u>City Clerk</u>	<u>3.3%</u>
<u>Fire Chief</u>	<u>-10.4%</u>
<u>Human Resources Manager</u>	<u>-4.4%</u>
<u>Library Director</u>	<u>-6.9%</u>
<u>Management Analyst</u>	<u>-3.8%</u>
<u>Planning & Building Director</u>	<u>-8.4%</u>
<u>Police Chief</u>	<u>-9.8%</u>

<u>Police Lieutenant</u>	<u>-23.0%</u>
<u>Public Works Assistant Operations Manager</u>	<u>-5.5%</u>
<u>Public Works Director</u>	<u>-3.7%</u>
<u>Public Works Operations Manager</u>	<u>-5.5%</u>
<u>Parks & Recreation Director</u>	<u>-10.4%</u>
<u>Senior Engineer</u>	<u>-6.5%</u>
<u>Senior Management Analyst</u>	<u>-3.8%</u>
<u>Senior Planner</u>	<u>2.8%</u>
<u>Treatment Plant Manager</u>	<u>-4.1%</u>

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 Out-Of-Class Pay

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)
This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The “2% @ 55” (for miscellaneous employees) or “3% @ 50” (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members): This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The "2% @ 60" (for miscellaneous) or "3% @ 55" (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPR Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The "2% @ 62" (for miscellaneous) or "3% @ 57" (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In

implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.

SECTION 6: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November

Day after Thanksgiving
Christmas Eve Day
Christmas Day

Friday following Thanksgiving
December 24th
December 25th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before

May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor, or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 Leave of Absence Without Pay:

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 Military Leave:

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 Professional Seminars and Training:

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees:

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave

towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.4.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of ~~\$1,250~~⁷⁵⁰. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

**UNREPRESENTED COMPENSATION
PROGRAM
Eleventh Amendment**

July 26, 2022 – July 1, 2022 – June 30, 2025

Adopted: March 8, 2016
First Amendment: June 24, 2016
Second Amendment: September 13, 2016
Third Amendment: June 27, 2017
Fourth Amendment: May 8, 2018
Fifth Amendment: October 8, 2019
Sixth Amendment: October 22, 2019
Seventh Amendment: July 14, 2020
Eighth Amendment: October 13, 2020
Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021
Tenth Amendment: February 8, 2022

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

- A. At-Will Executive Management
- Administrative Services Director
- Assistant City Manager
- Fire Chief
- Library Director
- Planning & Building Director
- Police Chief

Public Works Director
Parks & Recreation Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer
Treatment Plant Manager

C. Confidential

Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent.

3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022.

Position Title	% out of 95% Market Median
Administrative Services Director	-4.8%
Administrative Services Manager	-4.4%
Assistant Administrative Services Director	-12.8%
Assistant City Manager	0.0%
Assistant Public Works Director	-0.5%
Assistant to the City Manager	3.3%
Chief Building Official	-2.2%
City Clerk	3.3%
Fire Chief	-10.4%
Human Resources Manager	-4.4%
Library Director	-6.9%
Management Analyst	-3.8%
Planning & Building Director	-8.4%
Police Chief	-9.8%
Police Lieutenant	-23.0%
Public Works Assistant Operations Manager	-5.5%
Public Works Director	-3.7%
Public Works Operations Manager	-5.5%
Parks & Recreation Director	-10.4%
Senior Engineer	-6.5%

Senior Management Analyst	-3.8%
Senior Planner	2.8%
Treatment Plant Manager	-4.1%

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 Out-Of-Class Pay

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The “2% @ 55” (for miscellaneous employees) or “3% @ 50” (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City’s costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government

Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.**5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.****SECTION 6: HOLIDAYS**

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor,

or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena

Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based

on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 *Leave of Absence Without Pay:*

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 *Military Leave:*

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.4.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described

in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

EXHIBIT B

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted July 26, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	83,399	87,569	91,948	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74
Senior Management Analyst	Annual	91,195	95,754	100,542	105,569	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Public Works Assistant Operations Manager	Annual	97,310	102,176	107,284	112,649	118,281
	Monthly	8,109	8,515	8,940	9,387	9,857
	Hourly	46.78	49.12	51.58	54.16	56.87
Senior Planner	Annual	99,248	104,211	109,421	114,892	120,637
	Monthly	8,271	8,684	9,118	9,574	10,053
	Hourly	47.72	50.10	52.61	55.24	58.00
Public Works Operations Manager	Annual	106,847	112,190	117,799	123,689	129,873
	Monthly	8,904	9,349	9,817	10,307	10,823
	Hourly	51.37	53.94	56.63	59.47	62.44
Senior Civil Engineer	Annual	109,389	114,859	120,602	126,632	132,963
	Monthly	9,116	9,572	10,050	10,553	11,080
	Hourly	52.59	55.22	57.98	60.88	63.92
Lieutenant	Annual	115,026	120,777	126,816	133,157	139,815
	Monthly	9,586	10,065	10,568	11,096	11,651
	Hourly	55.30	58.07	60.97	64.02	67.22
Chief Building Official	Annual	116,740	122,577	128,706	135,141	141,898
	Monthly	9,728	10,215	10,725	11,262	11,825
	Hourly	56.13	58.93	61.88	64.97	68.22
Treatment Plant Manager	Annual	107,849	113,241	118,903	124,848	131,091
	Monthly	8,987	9,437	9,909	10,404	10,924
	Hourly	51.85	54.44	57.16	60.02	63.02
Assistant Public Works Director	Annual	127,499	133,874	140,568	147,596	154,976
	Monthly	10,625	11,156	11,714	12,300	12,915
	Hourly	61.30	64.36	67.58	70.96	74.51
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	83,399	87,569	91,948	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted July 26, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Senior Management Analyst ⁽¹⁾	Annual	91,195	95,754	100,542	105,569	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Administrative Services Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Assistant to City Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Finance Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Human Resources Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Assistant Administrative Services Director ⁽¹⁾	Annual	123,176	129,334	135,801	142,591	149,721
	Monthly	10,265	10,778	11,317	11,883	12,477
	Hourly	59.22	62.18	65.29	68.55	71.98

⁽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.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
Executive Management - Department Heads
 Approved and Adopted July 26, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
City Clerk	Annual	109,065	114,518	120,244	126,256	132,569
	Monthly	9,089	9,543	10,020	10,521	11,047
	Hourly	52.43	55.06	57.81	60.70	63.73
Library Director	Annual	133,446	140,119	147,125	154,481	162,205
	Monthly	11,121	11,677	12,260	12,873	13,517
	Hourly	64.16	67.36	70.73	74.27	77.98
Parks & Recreation Director	Annual	135,908	142,703	149,839	157,330	165,197
	Monthly	11,326	11,892	12,487	13,111	13,766
	Hourly	65.34	68.61	72.04	75.64	79.42
Administrative Services Director	Annual	143,233	150,394	157,914	165,810	174,100
	Monthly	11,936	12,533	13,159	13,817	14,508
	Hourly	68.86	72.30	75.92	79.72	83.70
Planning & Building Director	Annual	150,402	157,922	165,818	174,109	182,815
	Monthly	12,534	13,160	13,818	14,509	15,235
	Hourly	72.31	75.92	79.72	83.71	87.89
Fire Chief ⁽¹⁾	Annual					190,060
	Monthly					15,838
	Hourly					91.38
Public Works Director	Annual	159,382	167,351	175,718	184,504	193,729
	Monthly	13,282	13,946	14,643	15,375	16,144
	Hourly	76.63	80.46	84.48	88.70	93.14
Police Chief	Annual	159,945	167,942	176,339	185,156	194,414
	Monthly	13,329	13,995	14,695	15,430	16,201
	Hourly	76.90	80.74	84.78	89.02	93.47
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⁾	Annual					235,072
	Monthly					19,589
	Hourly					113.02

(1) 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.

**CITY OF ST. HELENA
RESOLUTION NO. 2022-**

**APPROVAL OF AMENDMENT NO. 11 TO THE
UNREPRESENTED COMPENSATION PROGRAM
AND DULY ADOPTING AND APPROVING PUBLICLY
AVAILABLE PAY SCHEDULE IN ACCORDANCE
WITH THE REQUIREMENT OF CALIFORNIA CODE
OF REGULATIONS, TITLE 3, SECTION 570.5, FOR
MEMBERS COVERED UNDER THE
UNREPRESENTED COMPENSATION PROGRAM.**

RECITALS

- A. The Unrepresented Compensation Program expires on June 30, 2022; and
- B. The Interim City Manager met with the unrepresented employees to share his recommended changes to the Unrepresented Compensation program. The recommended changes are reflected in Amendment No. 11 to the Unrepresented Compensation Program in Exhibit A; and
- C. The City of St. Helena contracts with the California Public Employee Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- D. 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
- E. On July 26, 2022, via this resolution City Council is ratifying a three-year agreement with the members covered under the Unrepresented Compensation Program, which includes an increase to base salaries for its members; and
- F. Staff updated the pay scale with an effective date of July 1, 2022.

RESOLUTION

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

1. The Council hereby approves and incorporates by reference the attached Unrepresented Compensation Program for the period July 1, 2022 - June 30, 2025.
2. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for members included in the Unrepresented Compensation Program and contained in Exhibit B is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and
3. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and
4. 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 July 26, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a Resolution of the City Council of the City of St. Helena reciting the fact of the primary election held on June 7, 2022, certifying and declaring the result of the election

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafoopoulos, City Clerk

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

On February 8, 2022, the City Council adopted Resolution 2022-13 (Attachment 1) calling and giving notice of holding a special election on June 7, 2022 to ask voters to adopt an Ordinance amending Section 2.08.010 of the St. Helena Municipal Code. If approved it would change the office of the Mayor from an elected office to an appointed office.

On February 22, 2022, the City Council adopted Resolution 2022-16 (Attachment 2) placing a measure to approve the issuance of General Obligation Bonds to Finance Municipal Improvements on the June 7, 2022 ballot.

DISCUSSION

Government Code Section 10263 requires that, upon the completion of the canvass, the governing body shall adopt a resolution reciting the fact of the election and this must take place no later than the next regularly scheduled City Council meeting following presentation of the canvass of the returns. The canvass was received from the Napa County Registrar of Voters on June 28, 2022 (Attachment 3). The July 12, 2022 regular meeting was cancelled and the canvass of the returns will be heard at the next regular meeting which will occur on July 26, 2022.

The following results were reported:

Measure G - "Starting November 8, 2022, shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five members who select who will be mayor?"

YES - 750 **No** - 1,145

Measure H - "St. Helena Water Service Protection. To protect local water quality/supply, improve drought resilience by: repairing/replacing St. Helena's 1940s-era drinking water system, including pipes, aging/deteriorating drinking water, stormwater and sewage infrastructure; keeping sewage, pollution, trash, chemicals from local rivers, creeks and streams; protecting safe, sustainable, local water sources; shall City of St. Helena's measure authorizing \$19,150,000 in bonds, levying approximately \$14.82 per \$100,000 of assessed value, raising about \$1.2 million annually while bonds are outstanding, requiring citizen oversight, be adopted?"

YES - 1,423 **NO** - 481

Upon declaration of results by City Council, Measure G did not receive sufficient number of votes and was not successful. Measure H received a sufficient amount of votes and was approved by the voters.

FISCAL IMPACT

The FY 2021/22 Adopted Budget includes \$36,000 for Election Expenses. The actual costs for the consolidation of the election are not known at this time.

RECOMMENDED ACTION

Adopt the resolution accepting the certification of the vote for Measure G and Measure H.

ATTACHMENTS

[Attachment 1 - 2022-13 CALLING & GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION ON JUNE 7, 2022 TO ASK VOTERS TO ADOPT AN ORDINANCE AMENDING SECTION 2.08.010 OF THE MUNICIPAL CODE TO CHANGE](#)

[Attachment 2 - 2022-16 PLACING MEASURE TO APPROVE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE MUNICIPAL IMPROVEMENTS ON JUNE 7, 2022 BALLOT](#)

[Attachment 3 - June 7, 2022 Canvas and Statement of Vote](#)

[Attachment 4 -Resolution Certifying the June 7, 2022 Primary Municipal Election](#)

[Attachment 4 Exhibit A - Resolution Attachment](#)

RESOLUTION NO. 2022-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION ON JUNE 7, 2022 TO ASK VOTERS TO ADOPT AN ORDINANCE AMENDING SECTION 2.08.010 OF THE ST. HELENA MUNICIPAL CODE TO CHANGE THE OFFICE OF MAYOR FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE; REQUESTING THAT THE NAPA COUNTY BOARD OF SUPERVISORS CONSENT TO THE CONSOLIDATION BY THE NAPA COUNTY REGISTRAR OF VOTERS OF THE SPECIAL ELECTION TO BE HELD JUNE 7, 2022 AND AUTHORIZING THE NAPA COUNTY REGISTRAR OF VOTERS TO CANVAS THE ELECTION RESULTS FOR SUCH ELECTION; AND SETTING RULES AND DEADLINES FOR THE SUBMITTAL OF ARGUMENTS FOR AND AGAINST THE MEASURE.

WHEREAS, the office of Mayor is currently an elected office in the City of St. Helena ("City"); and

WHEREAS, the office of Mayor stands for election every two years, the last election for this office being November 3, 2020 and the current term for this office expiring in November, 2022; and

WHEREAS, California Government Code section 34902(b) provides that:

"After an office of elective mayor has been established, the city council may subsequently submit to the electors the question of whether or not to eliminate the elective office of mayor, pursuant to the procedures enumerated in this article, and thereby reestablish the procedure of selection of the mayor by the city council. If a majority of the votes cast on the proposition are in favor of the elimination of the office of elective mayor, the office shall be eliminated on the expiration date of the incumbent's term, and on the date the procedure of selection of the mayor by the city council shall be reestablished."

WHEREAS, California Elections Code section 9222 authorizes the City Council to submit local measures to the voters; and

WHEREAS, California Government Code section 34902 authorizes the City Council to submit to voters the question of whether the elective office of Mayor should be eliminated and replaced with a City Council-appointed office; and

WHEREAS, the City Council desires to submit to St. Helena voters a measure that would change the office of Mayor from an elective office to a City Council-appointed office; and

WHEREAS, the City Council desires to consolidate the special municipal election for the ballot measure described herein with the Statewide Direct Primary Election to be held on June 7, 2022; and

WHEREAS, the City Council further desires to set rules and deadlines for the submittal of written arguments and rebuttals for and against the measure; and

WHEREAS, the specific terms of the measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit "A" (the "Ballot Ordinance" or "Measure") and by this reference made an operative part hereof, and in accordance with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED The City Council of the City of St. Helena, California, does resolve, declare, determine and order as follows:

SECTION 1. Recitals. The City Council of the City of St. Helena hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Submission of Ballot Ordinance/Measure. The City Council of the City of St. Helena, pursuant to its right and authority as contained in California Elections Code sections 9222, 10201, and 10400 et seq. and Government Code section 34902, hereby orders the Ordinance/Measure attached hereto as Exhibit "A" to be submitted to the qualified voters of the City at the Special Municipal Election to be held and consolidated with the Statewide Direct Primary Election on June 7, 2022. The proposed Ordinance shall be in the form attached hereto as Exhibit "A" to this Resolution and is incorporated by this reference as if fully set forth herein.

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority under California Elections Code sections 10400 et seq. and Government Code section 34902, does hereby order that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the election to be held at the Special Municipal election to be consolidated with the Statewide Direct Primary Election on Tuesday, June 7, 2022, in addition to any other matters required by law, there shall be printed substantially the following question:

<u>Measure G:</u> "Starting November 8, 2022, shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five members who will select a member be mayor?"	YES	
	NO	

SECTION 4. Election Procedures/Request for Consolidation.

- A.** The City Council consents to the consolidation of the election on this Measure with all other elections being held in the same territory on June 7, 2022, and to hold and conduct the consolidated election in the manner prescribed in Elections Code section 10418.

- B.** The ballots to be used at the election shall be in the form and content as required by law.
- C.** In accordance with Elections Code section 10002, the Board of Supervisors of Napa County is hereby requested to consent to having the Napa County Registrar of Voters render such election services to the City of St. Helena as may be requested by the City Clerk of said City, the County of Napa to be reimbursed in full for such services as are performed.
- D.** The election services which the City of St. Helena requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform: the preparation, printing and mailing of sample ballots and guides; the establishment or appointment of precincts, voting centers, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of St. Helena; and the performance of such other election services as may be requested by the City Clerk.
- E.** The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia, or cause such actions to be made, that may be necessary in order to properly and lawfully conduct the election.
- F.** That the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the Special Municipal Election shall be the same as those utilized by the County of Napa; and
- G.** In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.
- H.** Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- I.** All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- J.** The Napa County Registrar of Voters is hereby authorized to canvass the returns of said election.

- K. The City Clerk of the City of St. Helena shall receive the canvass as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.

SECTION 5. Arguments and Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including March 18, 2022, after which no arguments for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk.
- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The Impartial Analysis shall be filed by March 11, 2022. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Measure G. If you desire a copy of the ordinance or measure, please call the election official's office at (707) 968-2742 and a copy will be mailed at no cost to you."**

SECTION 6. Rebuttals.

- A. That pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than March 25, 2022, accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 7. Placement on the Ballot. The full text of the Ballot Ordinance shall be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this ordinance, the Ballot Ordinance and/or ballot measure, at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ballot Ordinance attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Napa County and to the Registrar of Voters of Napa County.

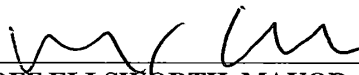
SECTION 9. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

[continued on next page]

SECTION 10. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

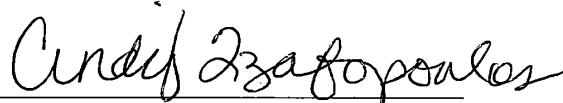
PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting held on this 8th day of February, 2022, by the following vote:

AYES: Ellsworth, Dohring, Chouteau, Hardy and Hall
NOES: None
ABSTAIN: None
ABSENT: None



GEOFF ELLSWORTH, MAYOR

ATTEST:



CINDY TZAFPOULOS, CITY CLERK



EXHIBIT “A”

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ST. HELENA, CALIFORNIA, AMENDING SECTION 2.08.010 OF CHAPTER 2.08 OF TITLE 2 OF THE ST. HELENA MUNICIPAL CODE TO CHANGE THE OFFICE OF MAYOR FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE.

NOW THEREFORE, THE PEOPLE OF THE CITY OF ST. HELENA DO ORDAIN AS FOLLOWS:

SECTION 1. Subject to the approval of a majority of the voters of the City of St. Helena at the scheduled election so designated by the City Council in a separate resolution placing this proposal on the ballot for such election, the first sentence of Section 2.08.010 of Chapter 2.08 of Title 2 of the St. Helena Municipal Code is hereby amended to read as follows:

“2.08.010 – Mayor’s term of office and duties.

Commencing with the November 8, 2022 General Municipal Election, the Office of Mayor in the City of St. Helena shall cease to be an elective office and shall become an appointive office, and, based on criteria identified by the City Council, the City Council shall annually choose one of its members to act as Mayor, through those rules and procedures it may prescribe by ordinance or resolution.”

The remainder of Section 2.08.010 shall remain unchanged by this ordinance.

SECTION 2. If any portion of this Ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Ordinance that is not deemed invalid. The voters of the City hereby declare that they would have circulated for qualification and/or voted for the adoption of this section, and each portion thereof, regardless of the fact that any portion of the initiative may be subsequently deemed invalid.

SECTION 3. To the fullest extent allowed by law, the provisions of this Ordinance shall prevail over, and supersede, all other provisions of the Municipal Code and any ordinances, resolutions or administrative policies of the City of St. Helena which are in conflict with any provision of this Ordinance.

SECTION 4. This section shall not be repealed or amended except by a measure approved by a majority of the electors voting on the issue at a General Municipal Election, or at a special election called for that purpose.

SECTION 5. This Ordinance shall take effect only if approved by a majority of the eligible voters of the City of St. Helena voting at a Special Municipal election to be held on June

7, 2022, and shall take effect ten (10) days after the City Council has certified the results of the Special Municipal election by resolution.

SECTION 6. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on June 7, 2022, by signing where indicated below.

I hereby certify that the foregoing Ordinance was passed, approved and adopted by the People of the City of St. Helena on the 7th day of June, 2022.

Dated: _____

GEOFF ELLSWORTH, MAYOR

ATTEST:

CINDY TZAFPOULOS, CITY CLERK

CITY OF ST. HELENA

RESOLUTION NO. 2022-16

RESOLUTION: PLACING A MEASURE TO APPROVE THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE MUNICIPAL IMPROVEMENTS ON THE JUNE 7, 2022 BALLOT, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION, AND SETTING PROCEDURAL DETAILS

RECITALS

- A. WHEREAS, on February 8, 2022, the City Council adopted, by a two-thirds vote of all its members, Resolution No. 2022-11 determining the necessity to incur a bonded indebtedness to finance municipal improvement projects of the City; and
- B. WHEREAS, the City Council is required by the California Constitution as well as other applicable provisions of California law to submit the proposal for bonded indebtedness to the voters for their consideration; and
- C. WHEREAS, on the date hereof, the City Council adopted, by a two-thirds vote of all its members, AN ORDINANCE ORDERING THE SUBMISSION OF A PROPOSITION INCURRING BONDED INDEBTEDNESS TO THE QUALIFIED VOTERS OF THE CITY OF ST. HELENA AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON JUNE 7, 2022, FOR THE PURPOSE OF FINANCING THE COST OF THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN MUNICIPAL IMPROVEMENT PROJECTS (the "Ordinance"), which orders the submission to the voters of a proposition authorizing bonded indebtedness to the voters of the City of St. Helena for their consideration;

RESOLUTION

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

Section 1. Pursuant to its right, power and authority under the California Constitution and the laws of the State of California, the City Council on its own motion hereby orders submitted to the voters at an election to be held in the City on June 7, 2022, a ballot measure designated by letter by the Napa County Registrar of Voters authorizing the sale of general obligation bonds to finance the costs of municipal improvement projects of the City described in the Ordinance, to appear on the ballot in substantially the following form:

BOND MEASURE H "St. Helena Water Service Protection. To protect local water quality/supply, improve drought resilience by: repairing/replacing St. Helena's 1940s-era drinking water system, including pipes, aging/deteriorating drinking water, stormwater and sewage infrastructure; keeping sewage, pollution, trash, chemicals from local rivers, creeks and streams; protecting safe, sustainable, local water sources; shall City of St. Helena's measure authorizing \$19,150,000 in bonds, levying approximately \$14.82 per \$100,000 of assessed value, raising about \$1.2 million annually while bonds are outstanding, requiring citizen oversight, be adopted?	BONDS YES
	BONDS NO

Section 2. The full text of the proposed measure to be submitted to the voters is set forth in the Ordinance and incorporated herein by reference as if set forth in full. The full text of the Ordinance shall be printed in the voter information guide. The proposed measure shall not take effect unless approved by a 2/3rds vote of the voters voting on the question.

Section 3. The City Council hereby finds that the estimates and projections contained in the measure and in the tax rate statement required by Section 9401 of the California Elections Code and prepared in connection with the measure, have been made based on currently available information, but depend on a number of variables which are subject to variation. Such estimates and projections have been made in good faith and are not binding or intended to be limitations on the terms of the Bonds. The City Manager (including any interim) is hereby authorized to finalize and execute the tax rate statement, and to file the tax rate statement with the Napa County Registrar of Voters.

Section 4. Pursuant to Section 10002 and 10403 of the California Elections Code, the City hereby requests that the Board of Supervisors of Napa County and the Napa County Registrar of Voters consolidate the City's general obligation bond measure with the Statewide general election to be held on June 7, 2022, and further requests the services of the Napa County Registrar of Voters in carrying out the election for the City's general obligation bond measure, including sending to the City's registered voters all required election materials, conducting the election, canvassing the vote received, and taking all steps necessary and required for the holding of this election within the City. The City Clerk of the City of St. Helena shall receive the canvass as it pertains to the election on the measure from the County, and shall certify the results to the City Council, as and to the extent required by law.

Section 5. The City acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code. The location of the central counting place for the ballots to be cast at the election shall be as established by the Board of Supervisors of Napa County and/or the Napa County Registrar of Voters. The precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and

election officers, and all other persons and procedures for the election shall be the same as those utilized by Napa County.

Section 6. The City acknowledges that the compensation for election officers, polling place rental fees and any other fees or costs of the election shall be based on the rates set by the Napa County Board of Supervisors which are in effect at the time of the consolidated election, and the County shall be reimbursed by the City for such services as they are performed.

Section 7. The City Council directs the City Clerk to submit to the City Attorney a copy of the measure, and the City Attorney is hereby authorized and directed to prepare an impartial analysis of the ballot measure showing the effect of the measure on the existing law and operation of the measure. The impartial analysis shall be submitted by the City Attorney to the City Clerk on or before Friday, March 11, 2022 at 5:00 p.m., shall not exceed 500 words in length, and otherwise shall comply in all respects with the applicable provisions of the California Elections Code.

Section 8. The last day for filing direct arguments for or against the measure shall be Friday, March 18, 2022 at 4:30 p.m., and all such arguments shall be filed with the St. Helena City Clerk, 1572 Railroad Avenue, St. Helena, California 94574 and shall not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk. Arguments received prior to the deadline shall be confidential until the deadline. The City Clerk, upon receipt of arguments and after the filing deadline, shall immediately transmit copies to any known opposing parties who may then submit rebuttals within the time period described in Section 9 below.

Section 9. The last day for filing rebuttal arguments for or against the measure shall be Friday, March 25, 2022 at 5:00 p.m., and all such arguments shall be filed with the St. Helena City Clerk, 1572 Railroad Avenue, St. Helena, California 94574 and shall not exceed 250 words in length. The rebuttal arguments shall be accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk. Arguments received prior to the deadline shall be confidential until the deadline.

Section 10. Pursuant to Section 9295 of the California Elections Code, there shall be a 10-day public review period for the impartial analysis, arguments submitted for or against the measure, and rebuttal arguments. These time periods are established as follows: (a) with respect to the impartial analysis, commencing on Friday, March 11, 2022 at 5:00 p.m. and closing on Monday, March 21, 2022 at 5:00 p.m., (b) with respect to arguments submitted for or against the measure, commencing on Friday, March 18, 2022 at 4:30 p.m. and closing on Monday, March 28, 2022 at 4:30 p.m., and (c) with respect to rebuttal arguments, commencing on Friday, March 25, 2022 at 5:00 p.m. and closing on Monday, April 4, 2022 at 5:00 p.m.

Section 11. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 12. In all particulars not recited in the Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 13. The City Clerk is directed to give notice of the election and synopsis of the City's general obligation bond measure in the time, form, and manner as required by law.

Section 14. The City Clerk is authorized to transmit a certified copy of this resolution to the Napa County Board of Supervisors and the Napa County Registrar of Voters.

Section 15. Each of the City Manager (including any interim) and the City Clerk are hereby authorized and directed to work with the appropriate officials of Napa County to carry out the purposes and intent of this Resolution, including preparing, signing and/or filing any supplemental documents, agreements, or materials.

Section 16. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 17. This Resolution shall take effect immediately upon its adoption.

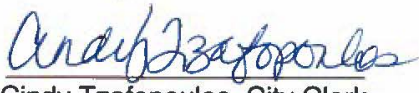
Approved at a Regular Meeting of the St. Helena City Council on February 22, 2022, by the following vote:

Mayor Geoff Ellsworth:	Yes
Vice Mayor Paul Dohring:	Yes
Council Member Anna Chouteau:	Yes
Council Member Lester Hardy:	Yes
Council Member Eric Hall:	Yes

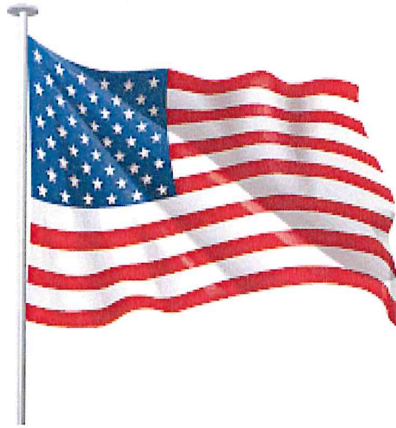
APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzaopoulos, City Clerk





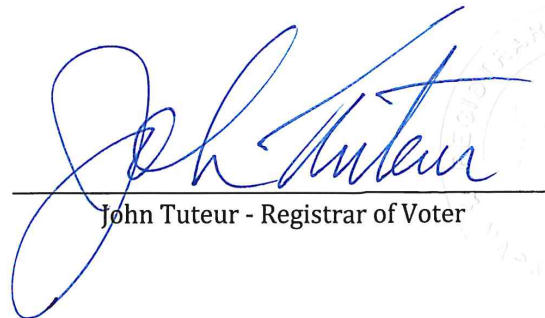
STATEMENT OF VOTES CAST

June 7, 2022 Statewide Primary Election

CANVASS AND STATEMENT OF VOTE

I hereby certify that on June 27, 2022 the official canvass was completed for the Statewide Primary Election held on June 7, 2022 in Napa County. The total number of votes cast in the respective precincts is attached and the totals as shown are true and correct.

**In witness whereof, I have hereunto set my hand
and affixed my seal this 27th day of June, 2022.**



John Tuteur - Registrar of Voter

Seal Affixed

Napa County Statement of Vote
June 7, 2022

Measure G (Vote for 1)

Precinct	Registered Voters	Total Ballot Cast	Turnout	Total Votes	YES	NO
376200	814	407	50%	378	150	228
376201	547	351	64%	337	140	197
376202	712	462	65%	447	190	257
376203	684	381	56%	360	122	238
376204	455	196	43%	190	73	117
376205	281	189	67%	183	75	108
Countywide Total	3,493	1,986	57%	1,895	750	1,145
5th Congressional District	3,493	1,986	57%	1,895	750	1,145
4th Assembly District	3,493	1,986	57%	1,895	750	1,145
3rd Senate District	3,493	1,986	57%	1,895	750	1,145
2nd Dist, Board of Equalization	3,493	1,986	57%	1,895	750	1,145
3rd Supervisor District	3,493	1,986	57%	1,895	750	1,145
City of St Helena	3,493	1,986	57%	1,895	750	1,145

Measure H (Vote for 1)

Precinct	Registered Voters	Total Ballot Cast	Turnout	Total Votes	BONDS YES	BONDS NO
376200	814	407	50%	378	281	97
376201	547	351	64%	338	266	72
376202	712	462	65%	445	321	124
376203	684	381	56%	363	266	97
376204	455	196	43%	193	136	57
376205	281	189	67%	187	153	34
Countywide Total	3,493	1,986	57%	1,904	1,423	481
5th Congressional District	3,493	1,986	57%	1,904	1,423	481
4th Assembly District	3,493	1,986	57%	1,904	1,423	481
3rd Senate District	3,493	1,986	57%	1,904	1,423	481
2nd Dist, Board of Equalization	3,493	1,986	57%	1,904	1,423	481
3rd Supervisor District	3,493	1,986	57%	1,904	1,423	481
City of St Helena	3,493	1,986	57%	1,904	1,423	481

RESOLUTION NO. 2022-

A Resolution of the City Council of the City of St. Helena California, Reciting the Fact of the Primary Municipal Election Held on June 7, 2022 Declaring the Results and Such Other Matters as Provided by Law

WHEREAS, a Primary Municipal Election was held and conducted in the City of St. Helena, California, on Tuesday, June 7, 2022; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of St. Helena had 3,493 registered voters at the time of the primary election. That the whole number of ballots cast in the precincts in the City was a total of 1,986 ballots cast in the City.

That the measures voted upon at the election and votes received are as follows:

1. Measure G

"Starting November 8, 2022, shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five members who select who will be mayor?"

Yes – 750

No – 1,145

2. Measure H

"St. Helena Water Service Protection. To protect local water quality/supply, improve drought resilience by: repairing/replacing St. Helena's 1940s-era drinking water system, including pipes, aging/deteriorating drinking water, stormwater and sewage infrastructure; keeping sewage, pollution, trash, chemicals from local rivers, creeks and streams; protecting safe, sustainable,

local water sources; shall City of St. Helena's measure authorizing \$19,150,000 in bonds, levying approximately \$14.82 per \$100,000 of assessed value, raising about \$1.2 million annually while bonds are outstanding, requiring citizen oversight, be adopted?

Yes – 1,423

No – 481

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the "for and against" measures G and H are as listed in Exhibit "A" attached.

That as a result of the election, voters voting on Measure G did not vote in favor of the measure and it was not successful. A sufficient amount of votes in favor of Measure H were received and Measure H was approved by the voters.

SECTION 4. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The measures voted upon and (3) The number of votes given at each precinct and for and against each measure.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Approved at a Regular Meeting of the St. Helena City Council on July 26, 2022, by the following vote:

Mayor Geoff Ellsworth: _____

Vice Mayor Paul Dohring: _____

Council Member Anna Chouteau: _____

Council Member Eric Hall: _____

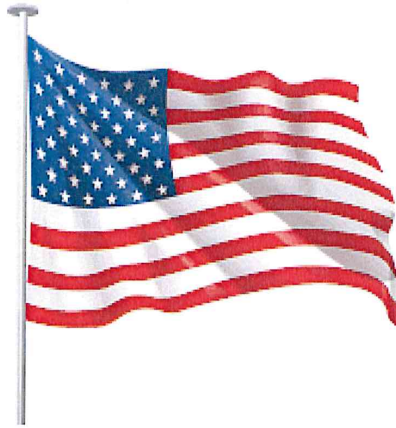
Councilmember Lester Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



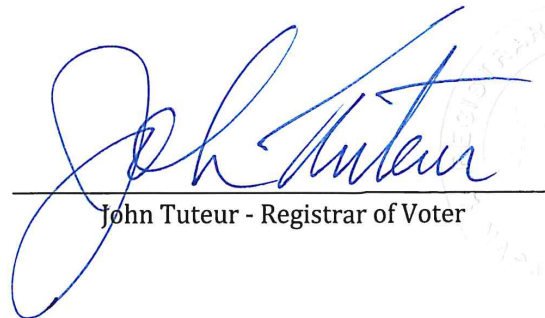
STATEMENT OF VOTES CAST

June 7, 2022 Statewide Primary Election

CANVASS AND STATEMENT OF VOTE

I hereby certify that on June 27, 2022 the official canvass was completed for the Statewide Primary Election held on June 7, 2022 in Napa County. The total number of votes cast in the respective precincts is attached and the totals as shown are true and correct.

**In witness whereof, I have hereunto set my hand
and affixed my seal this 27th day of June, 2022.**



John Tuteur - Registrar of Voter

Seal Affixed

Napa County Statement of Vote
June 7, 2022

Measure G (Vote for 1)

Precinct	Registered Voters	Total Ballot Cast	Turnout	Total Votes	YES	NO
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City of St Helena	3,493	1,986	57%	1,895	750	1,145

Measure H (Vote for 1)

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3rd Supervisor District	3,493	1,986	57%	1,904	1,423	481
City of St Helena	3,493	1,986	57%	1,904	1,423	481



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a General Municipal Election to be Held on Tuesday, November 8, 2022; Requesting the Consolidation by the Napa County Supervisors for the Statewide General Election and that Napa County Provide Election Services with full Reimbursement by the City of St. Helena

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

DISCUSSION

The City's General Municipal elections are held in November of even-numbered years, concurrent with the statewide elections. A Mayor and two members of the City Council will be elected in the November 8, 2022 election.

As provided in the California Elections Code, the attached resolution is presented for adoption in preparation of the election. The resolution is presented to call the election and to request the Napa County Board of Supervisors to consolidate the election with the Statewide General Election. Once adopted, certified copy of the resolution will be forwarded to the County Board of Supervisors and the Napa County Registrar of Voters' Office.

The appropriate election notice was published (Attachment 1) and the nomination period for Mayor and City Council candidates began on Monday July 18, 2022 and will run through Friday August 12, 2022. In the event that one of the incumbents has not filed by

August 12th, the nomination period will be extended to August 17th.

FISCAL IMPACT

The costs to consolidate the General Municipal Election with the General Election will be reimbursed to Napa County Elections Division after the final election results are confirmed and certified. Estimated costs for the election have been budgeted for \$40,000.

RECOMMENDED ACTION

Approve the resolution.

ATTACHMENTS

[Attachment 1 - NOTICE OF ELECTION](#)

[Attachment 2 - Calling for the November 8, 2022 General Municipal Election](#)

**CITY OF ST. HELENA
NOTICE OF ELECTION**

NOTICE IS HEREBY GIVEN, that a General Municipal Election will be held in the City of St. Helena on Tuesday, November 8, 2022 for the following Officers:

For Mayor	Full term of two years
For (2) Members of the City Council	Full term of four years

The nomination period for these offices begins on Monday, July 18, 2022, at 8:00 a.m. and closes on Friday, August 12, 2022, at 5:00 p.m., unless an incumbent does not file, then the nomination period for that office is extended to Wednesday, August 17, 2022, at 5:00 p.m.

All interested candidates must be at least 18 years of age and registered voters of the City of St. Helena at the time the nomination papers are issued. If no one, or only one person, is nominated for an elective office, appointment to the elective office may be made as prescribed by Elections Code §10229.

Candidate Manuals and Nomination Papers shall be obtained by appointment only. To schedule an appointment please contact Cindy Tzaopoulos, City Clerk/Election Official at 707-968-2742 or ctzaopoulos@cityofstheleena.org.

The November 8, 2022, General Election will be conducted as an all-mail ballot election. Ballot drop box and vote center locations will be open until 8:00 p.m. on election day. Please consult the City website for locations.

For further information please visit the City's website at: [Link \(https://www.cityofstheleena.org/cityclerk/page/general-information-potential-city-council-candidates\)](https://www.cityofstheleena.org/cityclerk/page/general-information-potential-city-council-candidates)

Cindy Tzaopoulos
City Clerk/Elections Official
July 6, 2022

RESOLUTION NO. 2022-

Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a General Municipal Election to be Held on Tuesday, November 8, 2022; Requesting the Consolidation by the Napa County Supervisors for the Statewide General Election and that Napa County Provide Election Services with full Reimbursement by the City of St. Helena

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

WHEREAS, in the course of conducting a General Municipal Election on November 8, 2022, it is necessary for the City to request services of Napa County as set forth in this resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. That the City Clerk is authorized, instructed and directed to coordinate with the County of Napa Registrar-Recorder/County Clerk to procure and furnish any and all official notices.
2. Pursuant to California Elections Code Division 10, Part 3 (Sections 10400, et seq.), the City Council hereby requests that the Board of Supervisors of Napa County ("Board of Supervisors") consolidate the City's General Municipal Election with the statewide general election on November 8, 2022. The offices to be voted upon at the Consolidated General Municipal Election will be the Mayor for a two year term and two members of City Council, each for a four year term. The City hereby acknowledges that the Consolidated General Municipal Election will be held and conducted in the manner prescribed in California Elections Code section 10418. The City Council hereby requests that the Board of Supervisors authorize and direct the Napa County Elections Department to take any and all steps necessary for the holding of the Consolidated General Municipal Election.
3. Pursuant to California Elections Code section 10002, the City Council hereby requests that the Board of Supervisors authorize and direct the Napa County Elections Department to provide such services as may be necessary to properly and lawfully hold and conduct a Consolidated General Municipal Election in the City on November 8, 2022, including, but not restricted to, furnishing indexes and election equipment, appointing precinct workers and officials, instructing workers and officials, addressing sample ballots for the Consolidated General Municipal Election, issuing vote-by-mail ballots, issuing absentee ballots, establishing and

providing early voting, conducting central counting and official canvass, and performing such other acts as may be required, or directed by the City Clerk, subsequent to acceptance of nomination materials by the City Clerk.

4. The City Clerk is hereby authorized and directed to reimburse the County for services performed in accordance with this resolution, when the work is completed and upon presentation to the City of a properly approved bill subject to the approval by the City Clerk.
5. The City Clerk is hereby authorized and directed to coordinate with the Napa County Registrar of Voters to procure and furnish the procurement of any and all official ballots, notices, printed matter and all supplies, equipment, paraphernalia that may be necessary in order to properly and lawfully conduct the Consolidated General Municipal Election. The ballots to be used at the election shall be in form and content as required by law.
6. In all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted as provided by law for holding municipal elections.
7. This resolution provides notice of the time and place of holding the General Municipal Election, and the City Clerk is authorized, instructed and directed to give further or additional notice of the General Municipal Election in time, form, and manner as required by law.
8. The City Clerk is directed to forward a certified copy of this Resolution without delay to the Napa County Board of Supervisors and to the County Registrar of Voters.
9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 26th of July, 2022 by the following vote:

Mayor Ellsworth: _____
 Vice Mayor Dohring: _____
 Council Member Chouteau: _____
 Council Member Hall: _____
 Council Member Hardy: _____

APPROVED:

ATTEST:

 Geoff Ellsworth, Mayor

 Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Approval of the Measure T Master Funding Agreement and Authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Senior Management Analyst

Reviewed By: Mandy Kellogg, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

During the November 6, 2012 General Election the voters of Napa County approved a ½-cent sales tax increase known as Measure T (the Measure), the Napa Countywide Road Maintenance Act of 2012. The Measure became effective July 1, 2018, and is implemented and administered by the Napa Valley Transportation Authority - Taxing Authority ("NVTA-TA"). Tax proceeds are allocated among all local agencies within the County.

Measure T funding is used for maintenance, reconstruction, and/or rehabilitation of streets, roads, and transportation infrastructure within the public right-of-way including but not limited to sidewalks, curb and gutters, curb ramps, lighting, traffic signage, striping, local roadway drainage, and intelligent transportation systems.

On February 13, 2018, the City entered into a Master Funding Agreement (Agreement No. STH Contract: 2018-036) with NVTA-TA that outlined funding conditions and procedures necessary for Local Agencies to receive sales tax disbursement.

On March 16, 2022, NVTA-TA adopted an amended Master Funding Agreement. The amended Master Funding Agreement repeals and replaces the original 2018 Master Funding Agreement, and requires approval from City Council.

DISCUSSION

A summary of the proposed changes to the Measure T Master Funding Agreement include:

Section 3. Class I Bike Facility Funding paragraph has been revised to include the following clause: “By January 31st of each calendar year, the City must provide a copy of the Equivalent Fund Class I Facilities Expenditure Resolution approved by the City’s governing body, along with backup documentation, showing the qualifying funding spent on Class I facilities for the prior fiscal year.” This revision will result in an additional yearly resolution for the term of the Measure T program. The resolution will certify applicable expenditures for the prior fiscal year and be used by NVTa-TA in the tracking the program participants’ collective contribution towards the required Class I Facility spending over the term of the Measure T program.

Section 4. Maintenance of Effort paragraph has been updated to indicate that the City has completed the process to determine and certify the average maintenance of effort for Fiscal Years 2007-08, 2008-09 and 2009-10 (“baseline years”) and that it was consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01. Maintenance of Effort certifications deadline has been revised to January 31 of the next fiscal year instead of January 1 and a copy of the State Controller’s Street Report is no longer required with the submission of the certificate.

Section 30. Exhibits paragraph has been updated to include the new Exhibit G: Equivalent Fund Spending Resolution Template.

A copy of the Master Funding Agreement is included as Attachment 2 to this staff report. That agreement includes the following exhibits:

- Exhibit A - Measure T Ordinance and Expenditure Plan
- Exhibit B - Five-Year Project List Template
- Exhibit C - Accounting, Reporting and Auditing Guidelines
- Exhibit D - Project List Adoption Resolution Template
- Exhibit E - Progress Report Template
- Exhibit F - Maintenance of Effort Certificate Resolution Template
- Exhibit G - Equivalent Fund Spending Resolution Template

FISCAL IMPACT

There are no financial impacts associated with this report.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: NVTa-TA Agreement No. 2022-05 Master Funding Agreement](#)

[Attachment 3: Redlined NVT-A Agreement No. 2022-05 Master Funding Agreement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-

Resolution approving the Measure T Master Funding Agreement and authorizing the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency

RECITALS

- A. **WHEREAS**, on November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in Ordinance No. 2012-01 of the Napa Valley Transportation Authority – Taxing Authority (the “Measure T Expenditure Plan”); and
- B. **WHEREAS**, the Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and
- C. **WHEREAS**, the City of St. Helena is an eligible recipient of Measure T funds; and
- D. **WHEREAS**, on February 13, 2018, the City entered into a Master Funding Agreement (Agreement No. STH Contract: 2018-036) with NVTA-TA that outlined funding conditions and procedures necessary for Local Agencies to receive sales tax disbursement; and
- E. **WHEREAS**, on March 16, 2022, the governing board of NVTA-TA adopted an amended Master Funding Agreement; and
- F. **WHEREAS**, revisions to the Master Funding Agreement include a requirement for the City to submit a copy of the Equivalent Fund Class I Facilities Expenditure Resolution by January 31st of each calendar year, including backup documentation; and
- G. **WHEREAS**, the annual deadline for Maintenance of Effort certification has been revised to January 31 of the next calendar year instead of January 1 of same year and a copy of the State Controller’s Street Report is no longer required with the submission of the certificate.

RESOLUTION

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

1. Approval of the Measure T Master Funding Agreement and authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency.
2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

Approved at a Regular Meeting of the St. Helena City Council on July 26, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

**MASTER FUNDING AGREEMENT
THE NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY
AND
City of St. Helena**

NVTA-TA AGREEMENT NO. 2022-05

ST HELENA AGREEMENT NO. 2022-_____

This Master Funding Agreement (“Agreement”) is made this _____ day of _____, 2018, by and between the Napa Valley Transportation Authority – Tax Agency, a local transportation authority authorized by the provisions of Division 19 of the California Public Utilities Code, hereinafter referred to as “NVTA-TA”, and the City of St. Helena, hereinafter referred to as “City.”

SECTION 1. RECITALS

1. The voters of Napa County approved the Napa Countywide Road Maintenance Act (also known as, and hereinafter referred to as, “Measure T,” “the Measure,” or “Ordinance No. 2012-01”) at the General Election held on November 6, 2012, thereby authorizing NVTA-TA to administer the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the projects eligible under Measure T (Ordinance No. 2012-01) submitted by and allocated to the County of Napa and the cities and town within Napa County (“Local Agencies”) as set forth in Measure T as approved by Local Agencies’ Board or Councils and by the NVTA-TA.
3. Under Measure T and the Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads maintenance projects as defined in the Measure.
4. The parties previously approved a Master Funding Agreement identified as NVTA-TA Agreement No. 2018-05 and this Amended Master Funding Agreement completely repeals and replaces Agreement No. 2018-05. This Agreement sets forth all future Measure T sales tax funding requirements, terms, and conditions between NVTA-TA and City.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This Agreement is entered into by and between NVTA-TA and the City to document the funding conditions necessary for the City to receive sales tax disbursements. This Agreement includes additional documents, listed in Section 30 of this Agreement, which are listed herein for reference.

TERMS

SECTION 3. CLASS 1 BIKE FACILITY FUNDING. In order to receive funding under this Agreement, the Local Agencies must demonstrate to NVTA-TA that they have collectively committed eligible revenues totaling at least 6.67% of the value of the total annual allocations of

Measure T funds to Class 1 Bike Facility projects identified in the adopted Countywide Bicycle Plan, as that Plan may be amended from time to time and as provided in the Measure. By January 31st of each calendar year, the City must provide to NVTA-TA a copy of the Equivalent Fund Class I Facilities Expenditure Resolution approved by the City's governing body, along with backup documentation, showing the qualifying funding spent on Class I facilities for the prior fiscal year.

SECTION 4. MAINTENANCE OF EFFORT. Prior to January 1, 2018, the City determined and certified to NVTA-TA that the average maintenance of effort for Fiscal Years 2007-08, 2008-09 and 2009-10 ("baseline years") was consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01, certifying a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the average fiscal year street and roads costs. That amount will be deemed the City's "Maintenance of Effort," which must be maintained annually throughout the term of the Measure from the City's General Fund. At the beginning of each fiscal year, the City must certify to NVTA-TA that it will meet its Maintenance of Effort expenditures that fiscal year. By January 31st each calendar year, the City must provide to NVTA-TA a copy of a Resolution approved by the City's governing body, along with backup documentation showing that the Maintenance of Effort was met the prior fiscal year. In the event the City does not meet its requirement for local Maintenance of Effort over a three year average period, NVTA-TA shall reduce the City's allocation for the following fiscal year in an amount equal to the deficiency in the Maintenance of Effort. Any such reduction based on a deficiency in the Maintenance of Effort will be withheld by NVTA-TA until a plan to meet the Maintenance of Effort amount moving forward has been approved by NVTA-TA. Any funds not allocated due to failure to meet the maintenance of effort requirement shall be reserved for the Agency until any and all maintenance of effort expenditures are fulfilled.

SECTION 5. FIVE-YEAR LIST OF PROJECTS. The City has and shall continue to provide to NVTA-TA at least biennially on January 1st, its Measure T five-year list of projects (hereinafter "Project List").

SECTION 6. ALLOCATION & DISBURSEMENT

No later than the 20th day following the end of each quarter, the City shall be allocated the funding allotted to the City as defined by Measure T, provided the City has complied with the terms of this Agreement. The allocated funds will be disbursed to the City upon NVTA's determination that the projects are consistent with the City's approved Project List and in conformance with the Accounting, Reporting and Auditing Guidelines.

SECTION 7. COST ELIGIBILITY

Cost eligibility shall be determined by NVTA-TA based upon the City's approved Project List. Funds may be expended only for streets and roads project(s) included on the City approved Project List.

SECTION 8. BUDGET AND SCOPE

The City shall maintain a project(s) or program budget. The City shall carry out the project(s) and shall incur obligations against and make disbursements of Measure T revenues in conformity with the requirements of this Agreement and the budget.

SECTION 9. PROJECT MANAGEMENT

The City shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which the City contracts, including responsibility for schedule, scope and budget.

SECTION 10. PROJECT OVERSIGHT

The City shall cooperate with NVTA-TA staff or its Measure T consultants for project information and financial information necessary to fulfill the requirements outlined in NVTA-TA Ordinance No. 2012-01.

SECTION 11. ATTRIBUTION AND SIGNAGE

If any portion of Measure T revenues is used for production of reports, acknowledgment of the NVTA-TA's role shall be included in the documents. If any project(s) funding receives \$250,000 or more, the City shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign or signs at the construction site, utilizing the adopted Measure T logo and text, identifying the City and NVTA-TA. The City shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure T allocations. The City may provide signage for projects with a value of less than \$250,000 if they so desire.

SECTION 12. PRESS RELEASES

The City shall notify NVTA-TA in advance of any press releases about project(s) and program activities, particularly groundbreakings and ribbon cuttings, in connection to Measure T revenues expended from this Agreement.

SECTION 13. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this Agreement, the City shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 14. ENVIRONMENTAL COMPLIANCE

The City shall comply with the requirements under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*; as implemented through California Code of Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

SECTION 15. FINANCES

All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, vouchers, or other documentation evidencing in detail the nature and propriety of the charges.

SECTION 16. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by the City for a period of five (5) years after the later of project(s) closeout or termination of Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

SECTION 17. ELIGIBLE EXPENSES

The City shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), material costs related to construction of improvements, consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of Measure T and of the Public Utilities Code Section 180000 et seq.

If in the course of an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the City will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure T Funds.

NVTA-TA shall provide notice to the City of any audit determination if any expenditure made by the City is found not to comply with this Agreement, the Expenditure Plan or Measure T promptly after NVTA-TA becomes aware of any such finding.

SECTION 18. AUDITS

The City shall cooperate with and allow NVTA-TA's Auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Measure T projects, and to audit the books, records, and accounts of the City and its contractors. The City shall see Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 19. THIRD PARTY CONTRACT AUDITS

NVTA-TA reserves the right to request an audit of other third party contracts for any reason related to Measure T. If the City is subject to third party financial audit requirements imposed by another funding source, for a project(s) related to Measure T, copies of audits performed in fulfillment of such requirements shall be provided to the NVTA-TA.

SECTION 20. PROJECT REPORTING AND CLOSEOUT PROCEDURES

The City shall provide to NVTA-TA a Semi-Annual Update on Expenditures as show in Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 21. INDEMNIFICATION

To the fullest extent permitted by law, NVTA-TA and the City shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs

and reasonable attorney's fees incurred in connection therewith, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

SECTION 22. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 23. AMENDMENT

Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 24. INDEPENDENT AGENCY

The City performs the terms and conditions of this Agreement as an entity independent of NVTA-TA. None of the City's agents or employees shall be agents or employees of NVTA-TA. No third parties have any rights or remedies under this Agreement.

SECTION 25. ASSIGNMENT

The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 26. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA-TA or the City, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

SECTION 27. LEGAL EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. The City may not use Measure T funds, or other NVTA-TA or NVTA programmed funds, for the aforementioned purpose.

SECTION 28. SEVERABILITY

Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the

remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 29 ACCEPTANCE OF ALLOCATION

The City does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTa-TA's allocations and agrees to all of the terms and conditions of this Agreement. The parties have executed this Agreement as of the date first written above, and it shall remain in effect until such time as no Measure T revenues remain available for expenditure, or until this Agreement is rescinded in accordance with Section 23 of this Agreement.

SECTION 30. EXHIBITS

The following Exhibits are hereby referenced to provide guidance to the jurisdictions and Measure T process and procedures:

EXHIBIT A: Measure T Ordinance and Expenditure Plan

EXHIBIT B: Five-Year Project List Template

EXHIBIT C: Accounting, Reporting and Auditing Guidelines

EXHIBIT D: Project List Adoption Resolution Template

EXHIBIT E: Progress Report Template

EXHIBIT F: MOE Certification Resolution Template

EXHIBIT G: Equivalent Fund Spending Resolution Template

Napa Valley Transportation Authority – Tax Agency

By: _____

Kate Miller

NVTa-TA Executive Director

Date: _____

"RECIPIENT"

By: _____

City Manager

Date: _____

Attest:

Countersigned:

By: _____
XXXXXX, City Clerk

By: _____
XXXXXX, City Auditor-Controller

Approved as to form:

By: _____
DeeAnne Gillick, General Counsel

By: _____
XXXXXX, City of St. Helena Counsel

**MASTER FUNDING AGREEMENT
THE NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY
AND
City of St. Helena**

NVTA-TA AGREEMENT NO. 2018-052022-05

ST HELENA AGREEMENT NO. 2022-

This Master Funding Agreement (“Agreement”) is made this _____ day of _____, 2018, by and between the Napa Valley Transportation Authority – Tax Agency, a local transportation authority authorized by the provisions of Division 19 of the California Public Utilities Code, hereinafter referred to as “NVTA-TA”, and the County of Napa~~City of St. Helena~~, hereinafter referred to as “Recipient~~City~~.”

SECTION 1. RECITALS

1. The voters of Napa County approved the Napa Countywide Road Maintenance Act (also known as, and hereinafter referred to as, “Measure T,” “the Measure,” or “Ordinance No. 2012-01”) at the General Election held on November 6, 2012, thereby authorizing NVTA-TA to administer the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the projects eligible under Measure T (Ordinance No. 2012-01) submitted by and allocated to the County of Napa and the cities and town within Napa County (“Local Agencies”) as set forth in Measure T as approved by Local Agencies’ Board or Councils and by the NVTA-TA.
3. Under Measure T and the Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads maintenance projects as defined in the Measure.
4. The parties previously approved a Master Funding Agreement identified as NVTA-TA Agreement No. 2018-05 and this Amended Master Funding Agreement completely repeals and replaces Agreement No. 2018-05. This Agreement sets forth all future Measure T sales tax funding requirements, terms, and conditions between NVTA-TA and City.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This Agreement is entered into by and between NVTA-TA and Recipient~~the City~~ to document the funding conditions necessary for the Recipient~~City~~ to receive sales tax disbursements. This Agreement includes additional documents, listed in Section 30 of this Agreement, which are listed herein for reference.

TERMS

SECTION 3. CLASS 1 BIKE FACILITY FUNDING. ~~Upon submission of the Five Year List of Project, i~~n order to receive funding under this Agreement, the Local Agencies must

demonstrate to NVTA-TA that they have collectively committed eligible revenues totaling at least 6.67% of the value of the total annual allocations of Measure T funds to Class 1 Bike Facility projects identified in the adopted Countywide Bicycle Plan, as that Plan may be amended from time to time and as provided in the Measure. By January 31st of each calendar year, the City must provide to NVTA-TA a copy of the Equivalent Fund Class I Facilities Expenditure Resolution approved by the City's governing body, along with backup documentation, showing the qualifying funding spent on Class I facilities for the prior fiscal year.

SECTION 4. MAINTENANCE OF EFFORT. Prior to January 1, 2018, Recipient-the City shall determined and certified to NVTA-TA that the average maintenance of effort for Fiscal Years 2007-08, 2008-09 and 2009-10 ("baseline years"); was consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01, including-certifying a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the average fiscal year street and roads costs. That amount will be deemed Recipthe City'sient's "Maintenance of Effort," which must be maintained annually throughout the term of the Measure from the Recipient's-City's General Fund. At the beginning of each fiscal year, Recipient-the City must certify to NVTA-TA that it will meet its Maintenance of Effort expenditures that fiscal year. By January 31st each calendar year, Recipient-the City must provide to NVTA-TA a copy of a Resolution approved by Recipient's-the City's governing body, along with backup documentation, which may include California State Controller's Annual Street Report, showing that the Maintenance of Effort was met the prior fiscal year. In the event Recipient-the City does not meet its requirement for local Maintenance of Effort over a three year average period, NVTA-TA shall reduce Recipient's-the City's allocation for the following fiscal year in an amount equal to the deficiency in the Maintenance of Effort. Any such reduction based on a deficiency in the Maintenance of Effort will be withheld by NVTA-TA until a plan to meet the Maintenance of Effort amount moving forward has been approved by NVTA-TA. Any funds not allocated due to failure to meet the maintenance of effort requirement shall be reserved for the Agency until any and all maintenance of effort expenditures are fulfilled.

SECTION 5. FIVE-YEAR LIST OF PROJECTS. The City has and shall continue to provide to NVTA-TA at least biennially on January 1st, its Measure T five-year list of projects (hereinafter "Project List"). No later than March 1, 2018, and at least biennially thereafter on January 1st, Recipient shall provide NVTA-TA its Measure T five-year list of projects (hereinafter "Project List").

SECTION 6. ALLOCATION & DISBURSEMENT

No later than the 20th day following the end of each quarter, the Recipient-City shall be allocated the funding allotted to Recipient-the City as defined by Measure T, provided Recipient-the City has complied with the terms of this Agreement. The allocated funds will be disbursed to Recipient-the City upon NVTA's determination that the projects are consistent with the Recipient's-City's approved Project List and in conformance with the Accounting, Reporting and Auditing Guidelines.

SECTION 7. COST ELIGIBILITY

Cost eligibility shall be determined by NVTA-TA based upon Recipient's-the City's approved Project List. Funds may be expended only for streets and roads project(s) included on the Recipient's-City approved Project List.

SECTION 8. BUDGET AND SCOPE

Recipient-The City shall maintain a project(s) or program budget. Recipient-The City shall carry out the project(s) and shall incur obligations against and make disbursements of Measure T revenues in conformity with the requirements of this Agreement and the budget.

SECTION 9. PROJECT MANAGEMENT

Recipient-The City shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which Recipient-the City contracts, including responsibility for schedule, scope and budget.

SECTION 10. PROJECT OVERSIGHT

Recipient-The City shall cooperate with NVTA-TA staff or its Measure T consultants for project information and financial information necessary to fulfill the requirements outlined in NVTA-TA Ordinance No. 2012-01.

SECTION 11. ATTRIBUTION AND SIGNAGE

If any portion of Measure T revenues is used for production of reports, acknowledgment of the NVTA-TA's role shall be included in the documents. If any project(s) funding receives \$250,000 or more, Recipient-the City shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign or signs at the construction site, utilizing the adopted Measure T logo and text, identifying the Recipient-City and NVTA-TA. Recipient-The City shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure T allocations. Recipient-The City may provide signage for projects with a value of less than \$250,000 if they so desire.

SECTION 12. PRESS RELEASES

Recipient-The City shall notify NVTA-TA in advance of any press releases about project(s) and program activities, particularly groundbreakings and ribbon cuttings, in connection to Measure T revenues expended from this Agreement.

SECTION 13. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this Agreement, Recipient-the City shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 14. ENVIRONMENTAL COMPLIANCE

Recipient-The City shall comply with the requirements under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*; as implemented through California Code of Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

SECTION 15. FINANCES

All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, vouchers, or other documentation evidencing in detail the nature and propriety of the charges.

SECTION 16. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by Recipient the City for a period of five (5) years after the later of project(s) closeout or termination of Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

SECTION 17. ELIGIBLE EXPENSES

Recipient-The City shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), material costs related to construction of improvements, consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of Measure T and of the Public Utilities Code Section 180000 *et seq.*

If in the course of an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the Recipient-City will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure T Funds.

NVTA-TA shall provide notice to Recipient-the City of any audit determination if any expenditure made by Recipient-the City is found not to comply with this Agreement, the Expenditure Plan or Measure T promptly after NVTA-TA becomes aware of any such finding.

SECTION 18. AUDITS

Recipient-The City shall cooperate with and allow NVTA-TA's Auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Measure T projects, and to audit the books, records, and accounts of the Recipient-City and its contractors. Recipient-The City shall see Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 19. THIRD PARTY CONTRACT AUDITS

NVTA-TA reserves the right to request an audit of other third party contracts for any reason related to Measure T. If Recipient-the City is subject to third party financial audit requirements imposed by another funding source, for a project(s) related to Measure T, copies of audits performed in fulfillment of such requirements shall be provided to the NVTA-TA.

SECTION 20. PROJECT REPORTING AND CLOSEOUT PROCEDURES

Recipient-The City shall provide to NVTA-TA a Semi-Annual Update on Expenditures as show in Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 21. INDEMNIFICATION

To the fullest extent permitted by law, NVTA-TA and Recipient-the City shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

SECTION 22 INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 23. AMENDMENT

Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 24. INDEPENDENT AGENCY

Recipient-The City performs the terms and conditions of this Agreement as an entity independent of NVTA-TA. None of Recipient's-the City's agents or employees shall be agents or employees of NVTA-TA. No third parties have any rights or remedies under this Agreement.

SECTION 25. ASSIGNMENT

The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 26. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA-TA or ~~Recipient~~the City, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

SECTION 27. LEGAL EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. ~~Recipient~~The City may not use Measure T funds, or other NVTA-TA or NVTA programmed funds, for the aforementioned purpose.

SECTION 28. SEVERABILITY

Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 29 ACCEPTANCE OF ALLOCATION

~~Recipient~~The City does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTA-TA's allocations and agrees to all of the terms and conditions of this Agreement. The parties have executed this Agreement as of the date first written above, and it shall remain in effect until such time as no Measure T revenues remain available for expenditure, or until this Agreement is rescinded in accordance with Section 23 of this Agreement.

SECTION 30. EXHIBITS

The following Exhibits are hereby referenced to provide guidance to the jurisdictions and Measure T process and procedures::

EXHIBIT A: Measure T Ordinance and Expenditure Plan

EXHIBIT B: Five-Year Project List Template

EXHIBIT C: Accounting, Reporting and Auditing Guidelines

EXHIBIT D: Project List Adoption Resolution Template

EXHIBIT E: Progress Report Template

EXHIBIT F: MOE Certification Resolution Template

EXHIBIT G: Equivalent Fund Spending Resolution Template

**Napa Valley Transportation
Authority – Tax Agency**

By: _____
Kate Miller
NVRTA-TA Executive Director

Date: _____

"RECIPIENT"

By: _____
~~Minh C. Tran, County CEO~~ City Manager

Date: _____

Attest:

Countersigned:

By: _____
~~XXXXXX, City Clerk~~
~~Schulze, County Auditor-Controller~~

By: _____
~~XXXXXX, City Auditor-Controller~~ Tracy A.

Approved as to form:

By: _____
~~Vicki A. Clayton, DeeAnne Gillick,~~ General Counsel
Helena Counsel

By: _____
~~XXXXXX, City of St.~~



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a Resolution approving plans and specifications for the Pavement Restoration, Project R22-79, and authorizing advertisement for bids.

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

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

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On June 14, 2022, City Council adopted the Capital Improvement Program (CIP) which included the Pavement Restoration Project, Capital Improvement Project R22-79.

On March 8, 2022, City Council awarded a Professional Services Agreement with Green Valley Consulting Engineers in the amount of \$94,740 to complete design for the Pavement Restoration, Project R22-79. The plans and specifications for the pavement restoration project are now complete and the project is ready for bidding.

DISCUSSION

This project is the City's annual pavement restoration and maintenance project. Specifically, this project includes new pavement, microsurfacing, crack sealing, ADA improvements, re-striping, drainage improvements and new active transportation components. These improvements do not expand or increase the existing street capacities. The intent of the project is to implement improvements in Year 1 of the 5-year pavement preservation strategy within the City of St. Helena and improve on pedestrian and planned active transportation facilities when feasible.

The R22-79 Pavement Restoration project includes the following street segments and pavement restoration treatment types. In addition, 15 non-compliant curb ramps will be replaced with new ADA curb ramps. As well as updated crosswalk striping at all intersections.

Street Segment	Pavement Treatment Type
Chiles Avenue	Microsurface Type II
College Avenue *	2" Grind and 2" Overlay
June Lane	Microsurface Type II
Library Lane	Microsurface Type II
Oak Avenue Intersections *	Edge Grind and 2" Overlay
Pope Street (Peppertree to Starr Ave) *	Edge Grind and 2" Overlay
Railroad Avenue *	2" Grind and 2" Overlay
Stockton Street *	Edge Grind and 2" Overlay
Tainter Street	Microsurface Type II
Valley View Street (Spring St. to Birch Ave)	Microsurface Type II
Valley View Street (Birch Ave to Grayson Ave) *	Edge Grind and 2" Overlay
Voorhees Circle *	Edge Grind and 2" Overlay

* Indicates street segments receiving new roadway surface. All other street improvements are maintenance treatments. College Avenue street improvements are apart of this year's pavement restoration project. This will coincide with the City Hall move to the Napa Valley College Upper Campus.

The final design is complete and has been approved by the Director of Public Works/City Engineer. Per the City of St. Helena Municipal Code Section 3.04.210(c), the construction costs are expected to be above \$200,000 and will require City Council approval and adopting of the plans and specifications prior to advertisement.

Upon approval of the resolution approving plans and specifications and authorizing advertisement for bids, the City is prepared to advertise the bid package. The bid award would be scheduled for second City Council meeting in August or first meeting in September. The commencement of work would be weather dependent and could begin early Fall or Spring 2023.

During the course of construction, the City will make the determination to expand the scope of work for the Pavement Restoration project to include other immediate needs. Oak Avenue will be considered for the preventative maintenance treatment ie. microsurfacing. This will be dependant on the bids the City receives.

The R22-79 Pavement Restoration project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing

Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

The R22-79 Pavement Restoration Project Plans will be available for review at the Public Works Department at 1572 Railroad Avenue and at www.blueprintexpress.com/sthelenahelena.

FISCAL IMPACT

The annual Pavement Restoration Project, CIP Project No. R22-79 is included in the June 2022 adopted five-year Capital Improvement Program (Attachment 2). A summary of anticipated expenditures are presented below.

R19-79 Pavement Restoration Estimated Project Costs	
Survey, Design, Engineering	\$95,000
Estimated Construction Costs	\$1,035,000
Construction Contingency (10%)	\$103,500
Construction Management & Inspection	\$120,000
Estimated Total Project Cost	\$1,378,000

City funds budgeted for this project include General Funds - Maintenance of Effort, Measure T, and Senate Bill 1 (SB1) funds.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached Resolution.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: 2022 St. Helena Pavement Restoration Plans](#)

CITY OF ST. HELENA

RESOLUTION No. 2022 -

Finding the R22-79 Pavement Restoration Project Exempt from CEQA; Approving and adopting the project plans; and Authorizing the Bid Request for the R22-79 Pavement Restoration Project

RECITALS

- A. The City of St. Helena is responsible for maintenance of public streets within the City limits; and
- B. On December 14, 2021, City Council approved the five-year list of projects under Measure T Program that designated Voorhees Circle, Valley View Street, Stockton Street, Railroad Avenue, Library Lane, June Lane, Chiles Avenue, Pope Street, College Avenue, Tainter Street, and Oak Avenue; and
- C. The R22-79 Pavement Restoration Project includes maintenance of existing streets including full depth asphalt concrete repairs, pavement grinding, overlay, traffic striping, sidewalk replacement, curb and gutter repairs, and curb ramp upgrades, which does not expand or increase the existing street capacity; and
- D. The Project Plans for R22-79 have been prepared by Green Valley Consulting Engineers, reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and
- 2. The Project Plans will be available online at www.blueprintexpress.com/sthelenahelena and for viewing at St. Helena Public Works, 1572 Railroad Avenue, are hereby approved; and
- 3. The Public Works Director/City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on July 26, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

A horizontal number line with points labeled A, B, C, D, E, F, G, and H. A downward arrow points to point D.

MAYOR
Geoff Ellsworth

VICE MAYOR
Paul Dohring

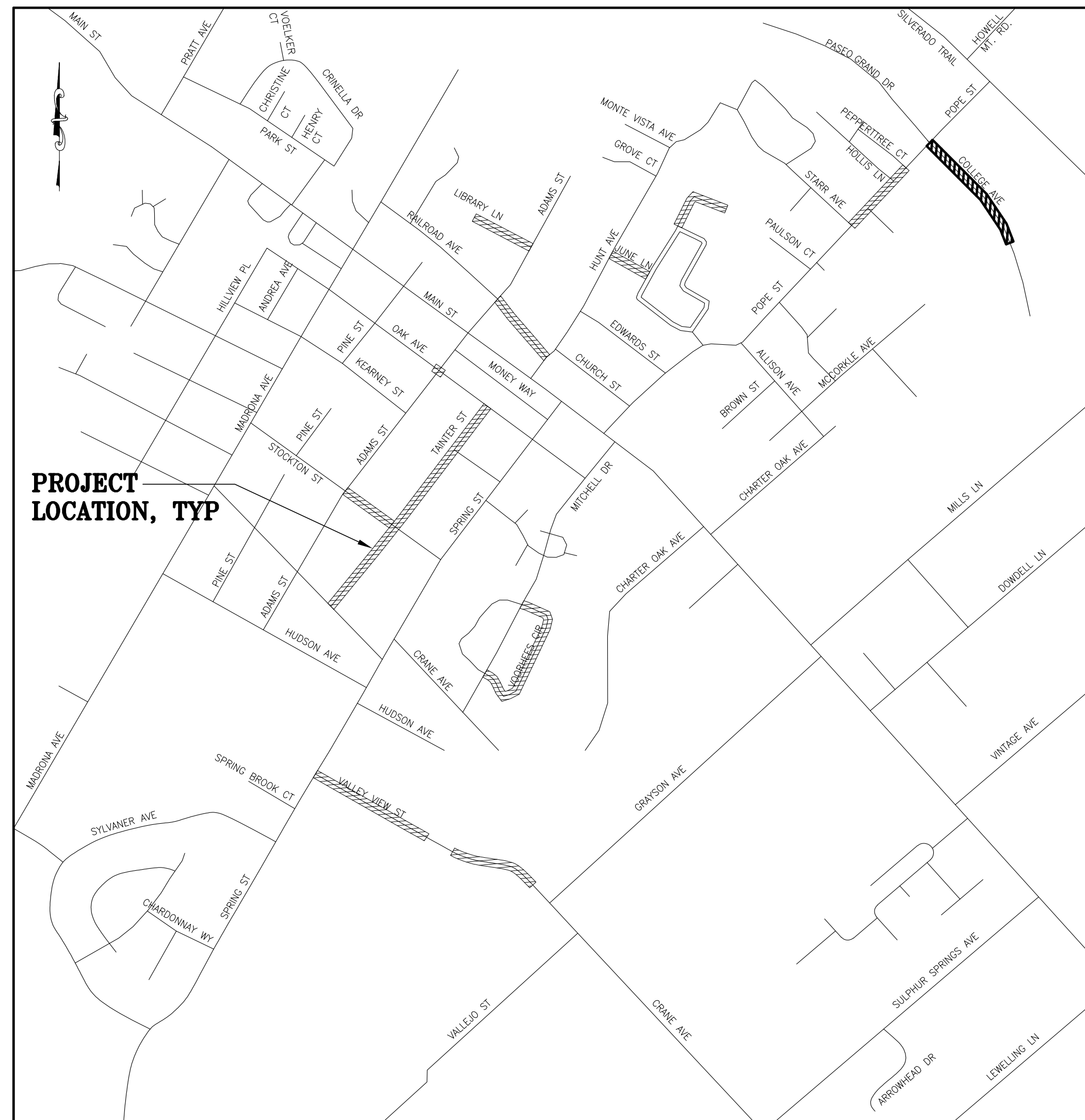
COUNCIL MEMBERS
Anna Chouteau
Eric Hall
Lester Hardy

CITY MANAGER
Jim McCann

CITY ENGINEER
Mark Rincon-Ibarra, P.E.



	SIGNATURE	DATE
ER		

VICINITY MAP

INDEX TO SHEETS

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2	G2	NOTES AND ABBREVIATIONS
3	G3	DETAILS
4	C1	VOORHEES CIRCLE PAVING PLAN
5	C2	VOORHEES CIRCLE CURB RAMP DETAILS
6	C3	VALLEY VIEW STREET PAVING PLAN
7	C4	VALLEY VIEW STREET CURB RAMP DETAILS 1
8	C5	VALLEY VIEW STREET CURB RAMP DETAILS 2
9	C6	VALLEY VIEW STREET PAVING PLAN 2
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11	C8	STOCKTON STREET PAVING PLAN
12	C9	STOCKTON STREET CURB RAMP DETAILS
13	C10	RAILROAD AVENUE PAVING PLAN
14	C11	LIBRARY LANE PAVING PLAN
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16	C13	JUNE LANE CURB RAMP DETAILS
17	C14	CHILES AVENUE PAVING PLAN
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20	C17	POPE STREET CURB RAMP DETAILS 1
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23	C20	COLLEGE AVENUE CURB RAMP DETAILS 1
24	C21	COLLEGE AVENUE CURB RAMP DETAILS 2
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26	C23	TANTER STREET PAVING PLAN 1
27	C24	TANTER STREET PAVING PLAN 2
28	C25	OAK AVENUE PAVING PLAN
29	C26	OAK AVENUE CURB RAMP DETAILS



DATE: JULY 2022
DESIGNED BY: DRC
DRAWN BY: DRC
CHECKED BY: LE

PROJECT NO.	22-0112-14
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CITY OF STELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE, ST. HELENA, CALIFORNIA, 94574
PH. 707-968-2638



2022 PAVEMENT RESTORATION IMPROVEMENTS
COVER SHEET

SHEET

G 1

1 OF 29

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CITY OF STELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE., ST. HELENA, CALIFORNIA, 94574
PH 707-968-2658

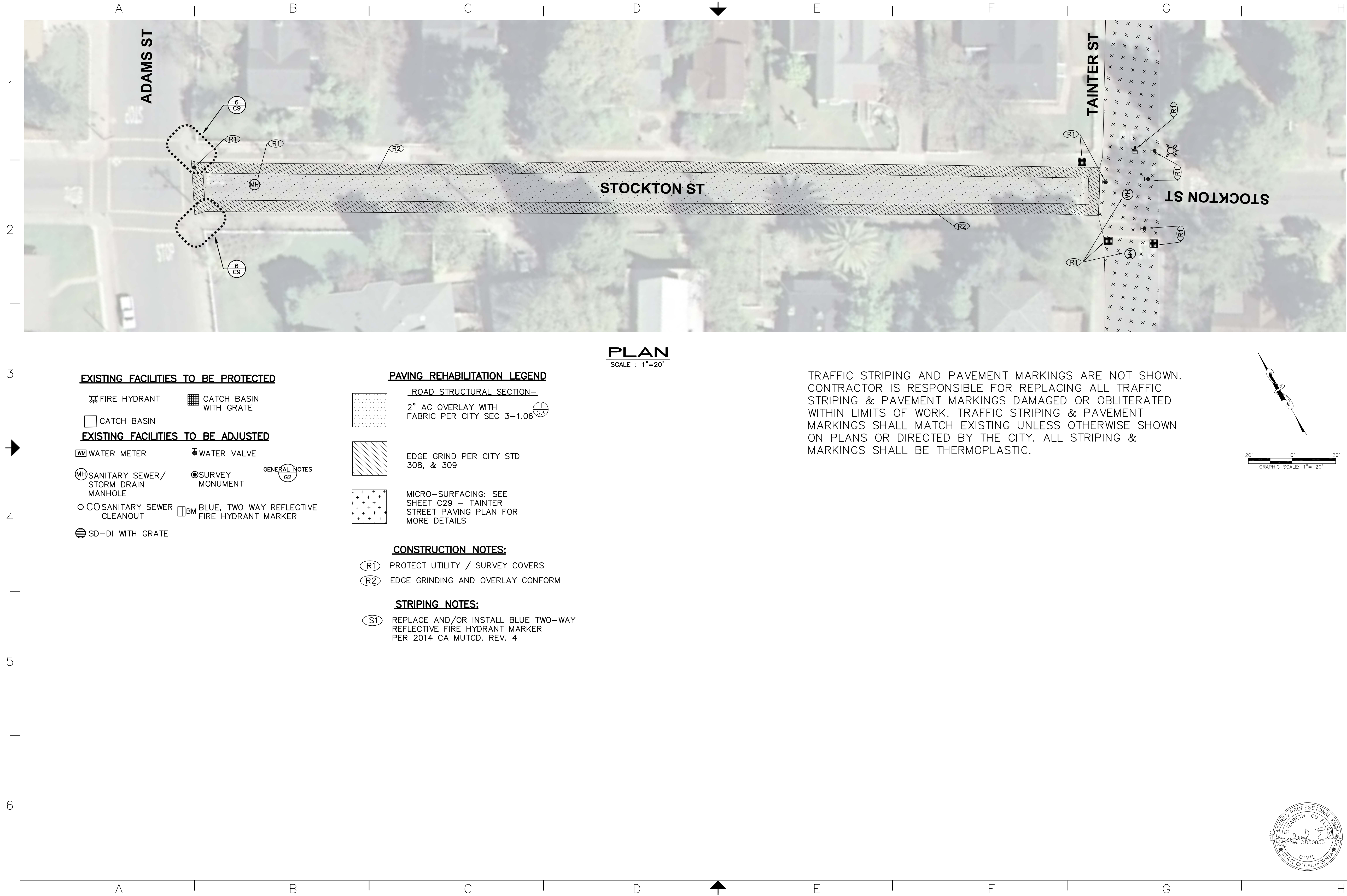


GREEN VALLEY
CONSULTING ENGINEERS
335 Tesconi Circle Santa Rosa, CA 95401

DATE: JULY 2022
DESIGNED BY: DRC
DRAWN BY: DRC

PROJECT NO.
22-0112-14

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DATE: JULY 2022
DESIGNED BY: DRC
DRAWN BY: DRC
CHECKED BY: LE

PROJECT NO.
22-0112-14

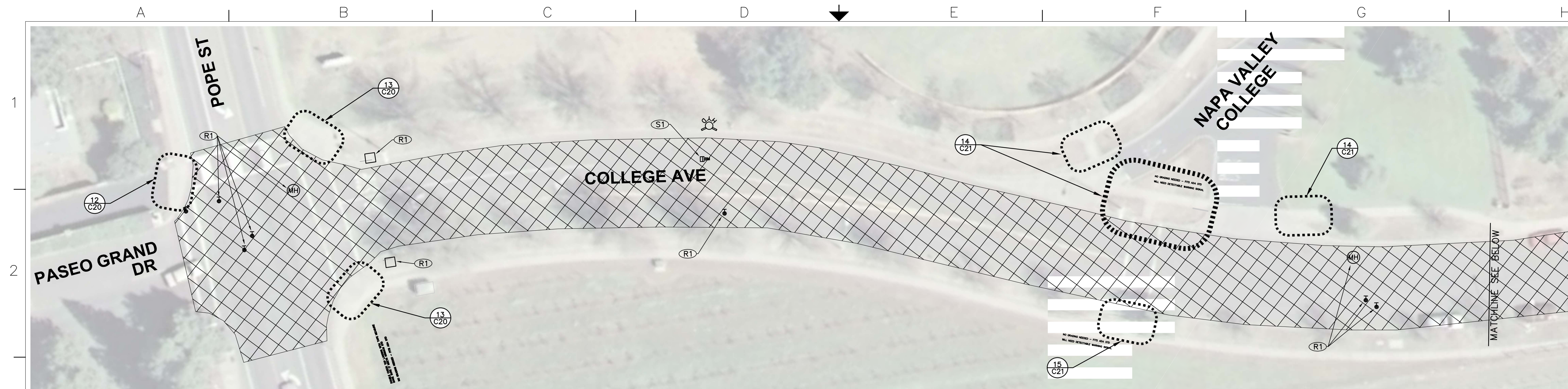
GREEN VALLEY
CONSULTING ENGINEERS
335 Tescon Circle, Santa Rosa, CA 95401
Tel (707) 579-0388 Fax (707) 579-3877

CITY OF ST. HELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE, ST. HELENA, CALIFORNIA, 94574
PH. 707-988-2658

CITY OF ST. HELENA

2022 PAVEMENT RESTORATION IMPROVEMENTS
STOCKTON STREET PAVING PLAN

SHEET
C8
11 OF 29



TRAFFIC STRIPING AND PAVEMENT MARKINGS ARE NOT SHOWN. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL TRAFFIC STRIPING & PAVEMENT MARKINGS DAMAGED OR OBLITERATED WITHIN LIMITS OF WORK. TRAFFIC STRIPING & PAVEMENT MARKINGS SHALL MATCH EXISTING UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE CITY. ALL STRIPING & MARKINGS SHALL BE THERMOPLASTIC.

EXISTING FACILITIES TO BE PROTECTED

-  FIRE HYDRANT
  CATCH BASIN WITH GRATE
-  CATCH BASIN

EXISTING FACILITIES TO BE ADJUSTED

- | | | |
|---|---|---|
|  WATER METER |  WATER VALVE |  GENERAL NOTES
G2 |
|  SANITARY SEWER/
STORM DRAIN
MANHOLE |  SURVEY
MONUMENT | |
|  COSANITARY SEWER
CLEANOUT |  BLUE, TWO WAY REFLECTIVE
FIRE HYDRANT MARKER | |
|  SD-DI WITH GRATE | | |

CONSTRUCTION NOTES:

- (R1) PROTECT UTILITY / SURVEY COVERS
(R2) EDGE GRINDING AND OVERLAY CONFORM

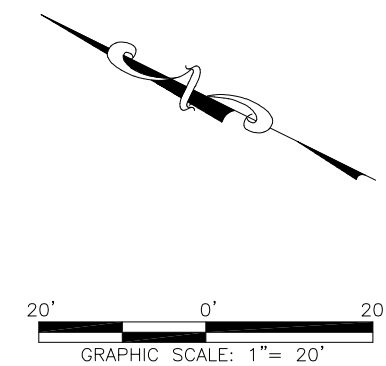
STRIPING NOTES

- S1 REPLACE AND/OR INSTALL BLUE TWO-WAY
REFLECTIVE FIRE HYDRANT MARKER
PER 2014 CA MUTCD. REV. 4

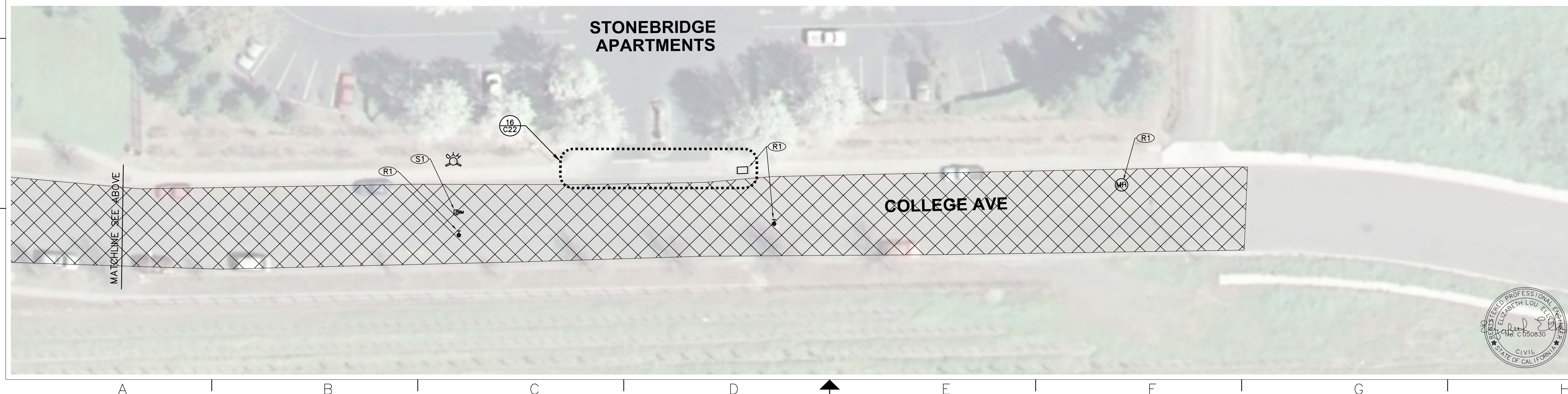
PAVING REHABILITATION LEGEND

-  FULL ROADWAY WIDTH GRIND
2" AC OVERLAY WITH FABRIC
PER CITY SEC 3-1.06

PLAN
SCALE : 1"=20'



PLAN
SCALE : 1"=20'



DATE: JULY 2022
DESIGNED BY: DRC
DRAWN BY: DRC
CHECKED BY: LE

PROJECT NO.



CITY OF STELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574
PH. 707-968-2638



2022 PAVEMENT RESTORATION IMPROVEMENTS
COLLEGE AVENUE PAVING PLAN

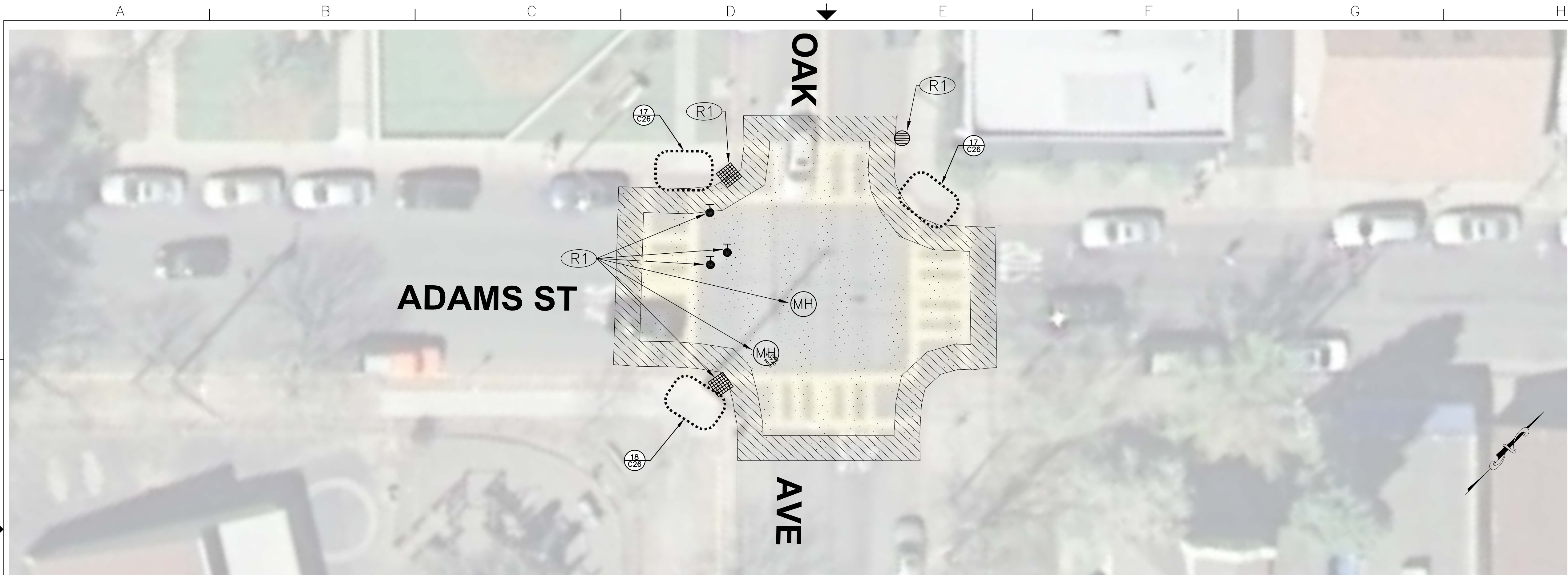
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Scale: 1"=10'



PLAN
SCALE : 1"=10'



EXISTING FACILITIES TO BE PROTECTED

- FIRE HYDRANT
- CATCH BASIN WITH GRATE

- CATCH BASIN

EXISTING FACILITIES TO BE ADJUSTED

- WATER METER
- WATER VALVE
- SANITARY SEWER/STORM DRAIN MANHOLE
- SURVEY MONUMENT
- CO SANITARY SEWER CLEANOUT
- BM BLUE, TWO WAY REFLECTIVE FIRE HYDRANT MARKER
- SD-DI WITH GRATE

GENERAL NOTES
G2

PAVING REHABILITATION LEGEND

- ROAD STRUCTURAL SECTION--
2" AC OVERLAY WITH GEOGRID/GLASSGRID PER CITY SEC 3-1.06
- EDGE GRIND PER CITY STD 308, & 309

CONSTRUCTION NOTES:

- R1 PROTECT UTILITY / SURVEY COVERS
- R2 EDGE GRINDING AND OVERLAY CONFORM

STRIPING NOTES

- S1 REPLACE AND/OR INSTALL BLUE TWO-WAY REFLECTIVE FIRE HYDRANT MARKER PER 2014 CA MUTCD. REV. 4

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DATE: JULY 2022	DESIGNED BY: DRC	DRAWN BY: DRC	CHECKED BY: LE
PROJECT NO. 22-0112-14			
 GREEN VALLEY CONSULTING ENGINEERS 335 Tescon Circle, Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3877			
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE, ST. HELENA, CALIFORNIA 94574 PH. 707-988-2658			
2022 PAVEMENT RESTORATION IMPROVEMENTS OAK AVENUE PAVING PLAN			
SHEET C25 28 OF 29			



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: June 2022 Review and Forecasting of City Water Supply Availability

**CEQA Exempt
Determination:**

Prepared By: Martin Beltran, Senior Management Analyst

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

Approved By: James C. McCann, Interim City Manager

BACKGROUND

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

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

DISCUSSION

City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for June 2022. The water produced for June 2022 is down by 12% when compared to June 2021 and down by 30.5% when compared to the average of June 2018-2020. Below is a chart summarizing the water produced or delivered per source:

Water Produced or Delivered per Source

Source	Average (2018 - 2020) (Acre-Feet)	June 2021 (Acre-Feet)	June 2022 (Acre-Feet)
Bell Canyon	74	22	35
Stonebridge Wells	41	53	36
Napa Water	51	56	45
Total	166	131	115

Percent change from average of June 2018 - 2020: **-30.5%**

Percent change from June 2021: **-12%**

Bell Canyon Reservoir

The City is still in drought conditions. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year with Phase I conservation measures in effect. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2024 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of July 1, 2022, Bell Canyon Reservoir elevation was at 414.94 feet representing approximately 1,863 acre feet (AF) and 78.2% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on July 1st in 2020, 2021, and 2022.

Year	2020	2021	2022
Bell Canyon Elevation Level	406.84 Ft.	399.16 Ft.	414.94 Ft.
Acre Feet	1,336 AF	905 AF	1,863 AF
Percent Capacity	56.1%	38.0%	78.2%

As a follow up to the May 24th City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to implement Phase I and Phase II drought restrictions in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021 and drought conditions state-wide persist. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March, have required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction does not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate to receive one.

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of June 2022, Rutherford Pump Station was producing an average of 0.49 MG/day for a total of 45 acre feet (AF) for the month. As of June 30, 2022, St. Helena has delivered approximately 393 AF from the City of Napa for FY 2021-22.

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

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

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

[Attachment 2: Storage in Bell Canyon Graph - June 2022](#)

[Attachment 3: Bell Canyon Reservoir Storage with Phase I & II](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC __X__ FILE ____
 RECEIVED: ____ BY: ____

June 1 -30, 2022

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	34.27	34.99	0.91	45.32	-0.44
AMOUNT PRODUCED in MG	11.16	11.40	0.30	14.76	-0.14
PERCENT	30.0%	30.7%		39.7%	-0.4%

WATER DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL DELIVERY THIS PERIOD	37.48 MG	42.31 MG
MAXIMUM DAILY DELIVERY	1.78 MG	2.57 MG
MINIMUM DAILY DELIVERY	0.50 MG	0.64 MG
AVERAGE DAILY DELIVERY	1.17 MG	1.45 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	379.00 AF	30.6%	611.01 AF	36.1%
	123.45 MG		199.03 MG	
NAPA WATER	393.21 AF	31.8%	525.85 AF	31.1%
	128.08 MG		171.29 MG	
STONEBRIDGE POTABLE WELLS	465.53 AF	37.6%	553.38 AF	32.7%
	151.64 MG		180.25 MG	
TOTAL WATER DELIVERY (ALL)	1237.74 AF	100.0%	1690.24 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.18 MG/June 1 -30	0.455 MG/June 1-30
NAPA VALLEY COLLEGE	0.05 MG/June 1 -30	0.108 MG/June 1-30

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	414.94 FT.	399.16 FT.
MONTHLY RISE OR DROP	-1.34 FT.	-1.29 FT.
CAPACITY AT END OF PERIOD	607.21 MG	294.91 MG
PERCENT OF FULL CAPACITY	78.2 %	38.0 %
RAINFALL IN THIS PERIOD	0.48 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	27.39 IN	13.27 IN

TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	54.0 - 101.5	64 - 87
AVERAGE	73.2	75

REMARKS

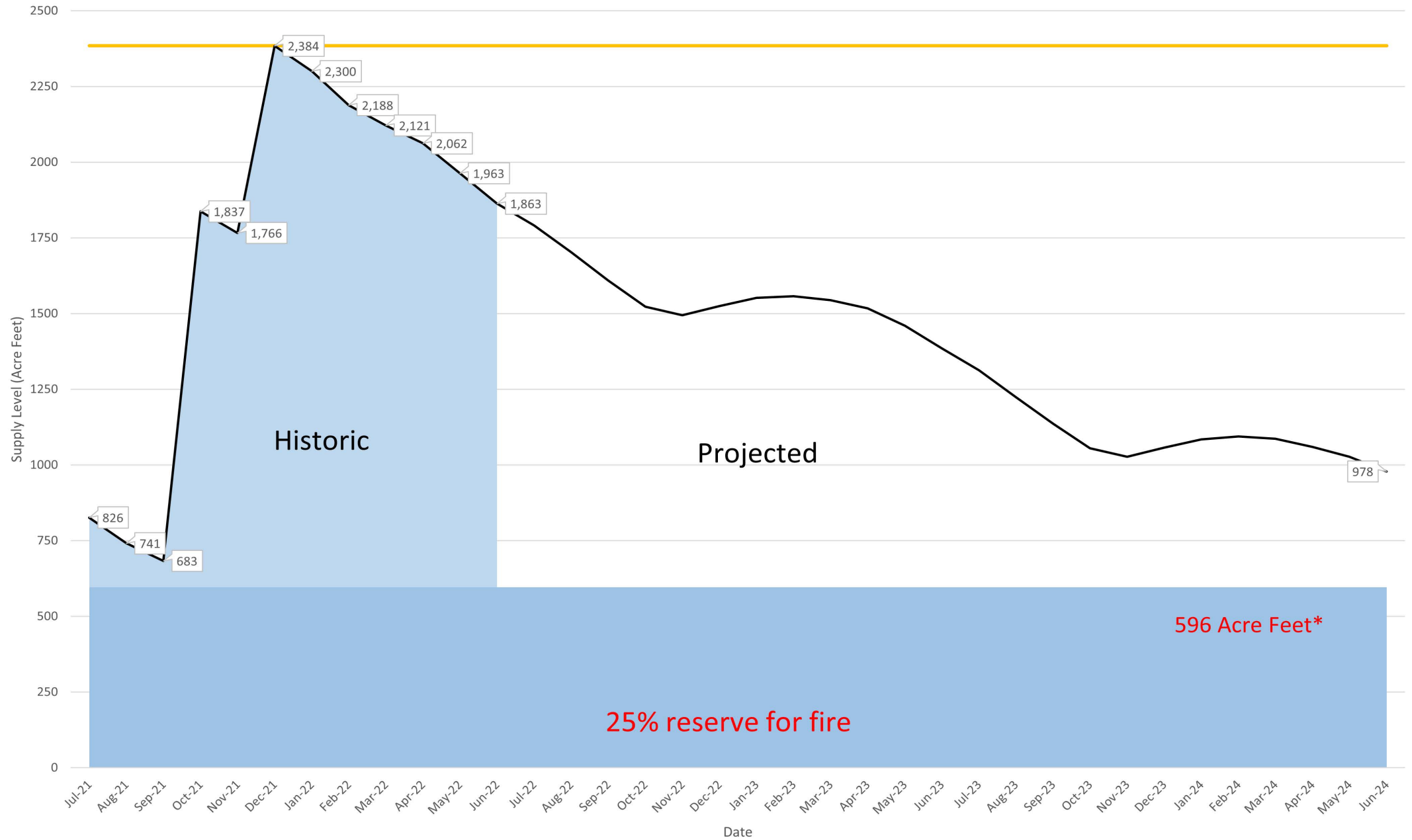
City of Napa Water Delivery: RPS producing an average of 0.49 MG/day during June 2022.

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

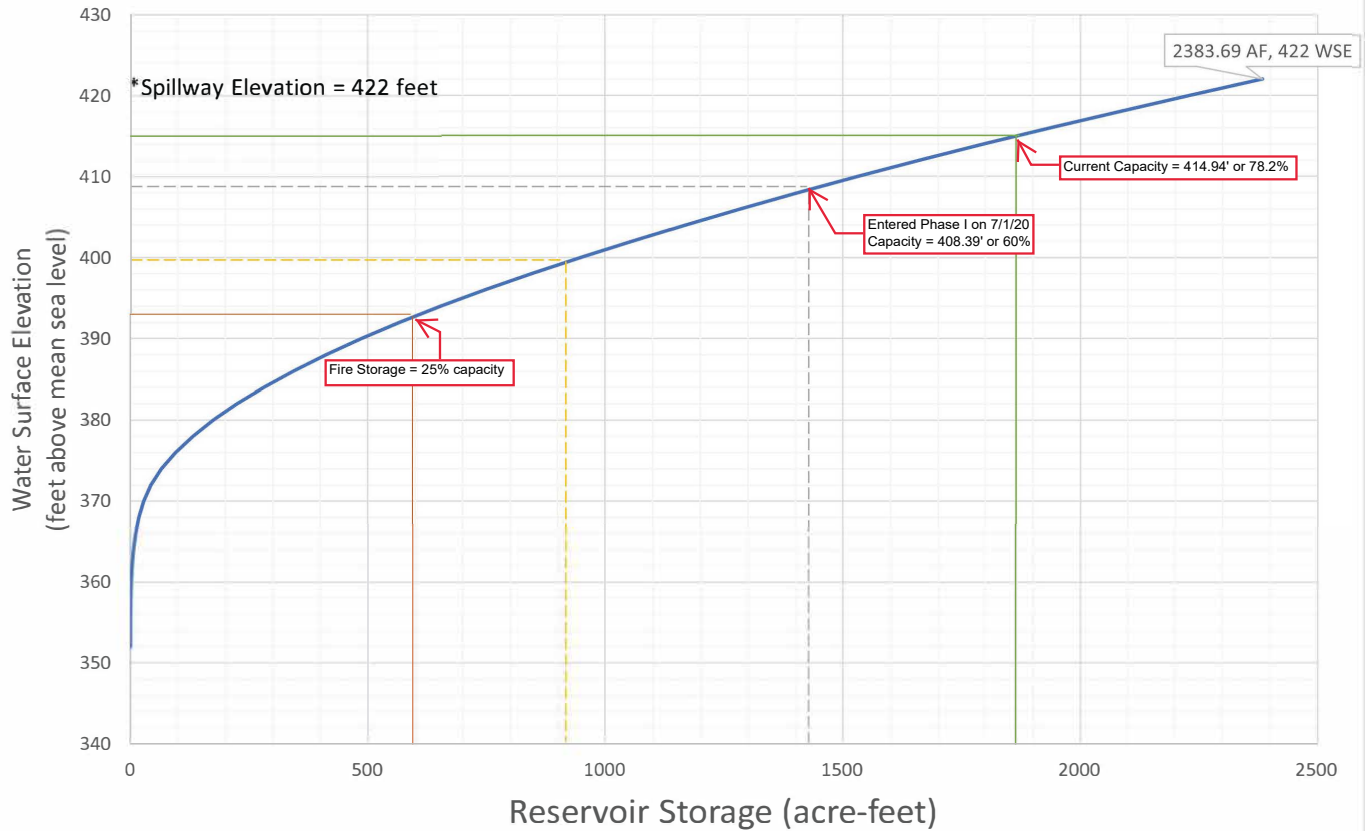
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

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



Bell Canyon Reservoir Stage-Storage Relationship





Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of Resolution to Enter into Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District Establishing the Duties and Responsibilities of the School Resource Officer and 50% Shared Costs of Overtime Incurred while Performing School Resource Officer Duties for the Fiscal Years 2022-23 and 2023-24.

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The St. Helena Unified School District (SHUSD) has requested to enter into an agreement (MOU) with the City of St. Helena which describes the selection process, duties, responsibilities and role of the Police Department's School Resource Officer (SRO). The information provided in this MOU was a collaborative effort between the St. Helena Chief of Police and the Superintendent of the SHUSD.

DISCUSSION

This MOU will be presented to the St. Helena School Board during the normal Board meeting in August of 2022. The MOU outlines the SRO selection process, current duties, roles and responsibilities including, expectations, work hours, overtime, required presentations and special events.

FISCAL IMPACT

The SRO position in FY 2022-23 and FY 2023-24 is 100% paid for through a grant allocated to the City of St. Helena. However, overtime worked by the SRO is not covered

through the grant. This MOU details a 50% cost share for any overtime worked by the SRO when the overtime is required and approved by the St. Helena Unified School District.

RECOMMENDED ACTION

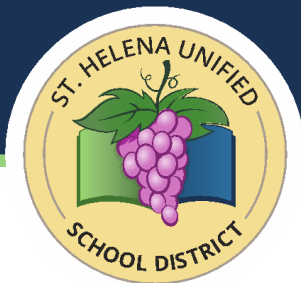
Staff recommends approval of resolution and Authorizing the City Manager to Execute the Agreement.

ATTACHMENTS

[Attachment 1 - SRO MOU](#)

[Attachment 2- Resolution MOU SHUSD SRO Position](#)

[Attachment 2 Exhibit A](#)



This Memorandum of Understanding ("MOU") is between the St. Helena Unified School District ("District") and the St. Helena Police Department ("SHPD"):

I. PURPOSE

The St. Helena Police Department ("SHPD"), in cooperation with the District, will manage the School Resource Officer (SRO) program. The mutual goal of both agencies is to promote safety and wellbeing of all students and their family members and SHUSD. It is the intent of the parties that establishing a credible relationship which promotes understanding and open communication between the SRO, District staff, District students, parents and the community at large will contribute to a reduction of specific crimes such as truancy, vandalism, and acts of violence as well as drug and gang-related activity in and around the District.

II. TERM

This agreement will be effective as of July 1, 2022. Unless sooner terminated or cancelled pursuant to the provision of this agreement, the term shall be for two (2) years and expire on June 30, 2024.

III. SCOPE OF SERVICE

SHPD is the primary law enforcement agency for the City of St. Helena where the boundaries of the St. Helena Unified School District are located. SHPD agrees to assign one School Resource Officer (SRO) to the District, funded by a Proposition 56 Tobacco Grant. The SRO shall be a duly sworn peace officer who is authorized to carry out his or her duties pursuant to state law.

The SRO assigned to the District shall provide high visibility foot/vehicle patrol and security protection services with the primary focus on the safety of students, staff, and parents on campus and within the boundaries of the District. SRO's role is exclusive to school district sites and matters, unless an officer safety issue requires immediate response as backup within the boundaries of the District for a reasonable amount of time. The SRO will be based at St. Helena High School (SHHS) but will support each of the District's sites as needed.

The SRO's duties shall include, but not be limited to, handling disturbances, issuing citations, making arrests, taking the initiative to investigate serious issues, coordinate trainings, assist in developing and reinforcing safety procedures and policies, assist staff with student attendance and discipline issues, and provide traffic enforcement. The District requests the SRO possess confident, approachable, and



culturally sensitive traits towards the District's diverse population and who is committed to learn and understand the school's climate. The SRO needs to maintain a working relationship with the school's staff and be considered part of the staff.

The SRO will be assigned to work full time/year round excluding, training, holidays, court appearances, vacation or other authorized leaves. The SRO will work with students who have been identified by parents, staff and community agencies as being "at risk," providing counseling, and advocating for them, when appropriate.

The SRO will additionally provide classroom instruction and make other presentations on gang awareness, drugs and/or other safety topics. The curriculum to be presented will be provided by or approved by the District prior to use. The SRO will also provide support for and interactions with all students and campuses within the District. The SRO may be asked to support District needs through participation at special events on evenings and/or weekends with appropriate notification (see Section IV-Consideration for compensation information).

The SHPD Record Supervisor will provide to the District Superintendent statistical reports on all crime and activity on District campuses handled by the assigned SRO on at least a quarterly basis, as allowed under Welfare & Institutions §§827-730.1. SHPD will be responsible for monthly statistical reporting to the California Department of Justice. The District shall maintain the confidentiality of documents inspected.

SHPD and SHUSD will collaborate to provide training to school staff regarding the role of the SRO, and the appropriate circumstances for contacting him/her.

If the SRO is on leave of absence for an extended period of time (more than thirty days), SHPD will provide a temporary replacement dependent upon available staffing. It is expected that the replacement would continue the basic peacekeeping functions of the position, sustain community relationships, and perform other regular duties as can be reasonably expected given the length of the absence, feasibility of providing training, etc. If a leave of absence will exceed 120 days, SHPD and SHUSD will initiate a recruitment and replacement process.

The SRO's duties are listed in Exhibit A: Hours and Duties, School Resource Officer.



IV. CONSIDERATION:

The District and SHPD jointly participate in the selection and hiring and identification of the SRO. The District maintains its right to request a replacement SRO if work performance fails to meet District needs. The SRO position in 2022-23 and 2023-24 is 100% paid for through a grant allocated to the SHPD. The District agrees to pay SHPD one-half the cost of overtime worked by the School Resource Officer for the district. For criminal investigations occurring after normal scheduled hours, costs are incurred by SHPD.

Overtime shall be pre-approved by SHUSD and will report the overtime hours and reason for the overtime to the District for review. SHPD shall invoice District quarterly for any overtime costs incurred. The District shall pay the amount within 30 days of the date of the invoice. Nothing in this paragraph shall prevent negotiations to reduce or increase the amount paid by the District. An annual review of the performance of the SRO will be conducted by the SHPD and District.

V. NON-DISCRIMINATION

The SRO shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

The District Superintendent or designee shall periodically report to the SHUSD Board of Trustees disaggregated data on student interactions with the SRO to evaluate the appropriateness of such interactions and ensure compliance with the prohibition against nondiscrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or District regarding student misconduct, or other actions taken by the with respect to individual students or others on campus.

As necessary, the District Superintendent or designee in collaboration with SHPD shall develop and implement practices to prevent disproportionality of student interactions with the SRO based on student characteristics and to minimize the potential for referrals of students into the juvenile justice system.

VI. ACCESS TO RECORDS

SROs shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless



specifically allowed or required by state or federal law (e.g. for criminal investigations, or with permission from the school administration for the purposes of student mentoring/support or similar endeavors). (Education Code 49076; 34 CFR 99.1)

SROs shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7).

VII. INDEMNIFICATION

SHUSD and SHPD agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect, or incidental damages incurred as a result of this Agreement. In the event of concurrent negligence, then the liability for any and all claims, suits or actions arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

VIII. VERBAL AGREEMENTS

This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are fully set forth herein. This agreement cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.

IX. TERMINATION CLAUSE

Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice, with or without cause.

X. AUTHORITY

The signers of this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Parties, and to bind said Parties to the terms hereof.



This MOU is subject to the approval of each Party's Governing Board.

WHEREFORE, the Parties have entered into this Memorandum of Understanding on the first day and year herein appearing.

_____ City Manager Anil Comelo, City of Saint Helena	_____ Date
_____ Chief of Police Christopher Hartley, Saint Helena Police Department	_____ Date
_____ School Resource Officer Melissa Brown, Saint Helena Police Department	_____ Date
_____ Superintendent Rubén Aurelio, Saint Helena Unified School District	_____ Date

References:

- St. Helena Unified School District Board Policy 3515.31 – School Resource Officers



Exhibit A - Hours and Duties, School Resource Officer

A. Regular Duty Hours of the School Resource Officer:

1. The SRO will work four ten-hour shifts. Due to the demands of the school such as after school activities, football games, dances, etc., the SRO will adjust hours as reasonable to not exceed a forty-hour work week.
 - a. If the SRO anticipates overtime, when reasonable, the SRO will email the SRO supervisor. This does not include times it is required for the SRO to remain on shift for an active investigation that requires immediate attention.
2. The SRO will vary his/her schedule and his/her attendance at the various schools to maintain a lack of routine and not be predictable for their own safety and the safety of the schools. Recent research indicates that this is best practice as school shooters/threats watch for patterns and predictability.
3. The SRO may be off campus performing such tasks as may be required by their assignments, this shall include but is not limited to: report writing, investigations, court, meetings, trainings, attending local service organizations/businesses for their later support, etc.
4. The SRO may be reassigned by the St. Helena Police Department during school holidays and or during the period of law enforcement emergencies.
5. Should a life-threatening school emergency (active shooter, weapon on campus, etc.) occur, the SRO will assume command of the school site until first responders arrive.
6. As stated in the SHPD MOU 21.6, the SRO shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour.

B. Duties of the School Resource Officer, in no particular order, with an understanding that this is as time allows and law enforcement duties & investigations & school safety takes precedent:

1. The SRO shall act as an instructor for specialized, short-term programs for the District when requested to do so by District or site administration, or when invited by a member of the faculty.



2. The SRO shall serve, when requested, as a guest speaker. District or site administration shall make a request of the SRO.
3. The SRO shall coordinate his/her activities with District/site administration and other District staff concerned, and will seek permission, advice, and guidance prior to enacting any programs within the school.
4. The SRO will work to create innovative programs to provide outreach to students, allow students to see "beyond the badge" and engage with the school community.
5. When requested by District or site administration, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
6. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information shall not be disclosed except as provided by law or court order.
7. The SRO shall become familiar with all community agencies that aid youths and their families, such as: mental health clinics, drug treatment centers, etc. The SRO shall make referrals available to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.
8. The SRO shall assist District and site administration in developing plans and strategies to prevent and or minimize dangerous situations which may occur on campus.
9. Should it become necessary to conduct formal law enforcement activities with any student, the SRO shall adhere to law enforcement policy and all legal requirements regarding investigations and interviews.
10. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall inform the administration of the school of any such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise site administration before requesting additional law enforcement assistance on campus.
11. The SRO shall give assistance to other law enforcement officers and sheriff's deputies in matters regarding his/her school assignment or minors that attend the school district whenever necessary.
12. When requested by District or site administration, the SRO may participate in school functions. The SRO will adjust his/her hours when reasonable, so as to not obtain unnecessary overtime.



13. The SRO will keep the SRO supervisor briefed on all pertinent investigations, situations at the school, and plans for success.
14. The SRO shall not act as school disciplinarian. Job duties of the SRO shall not include the handling of student code of conduct violations or routine student disciplinary matters that should be addressed by school administrators, or conduct that would be better addressed by mental health professionals. However, if a school site administrator believes an incident is a violation of the law, the administrator shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. SROs are not normally used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties except on an emergency basis and when requested by the site administrator for a specific reason. If there is a problem area, the SRO may assist the school until the problem is solved.
15. The SRO shall be expected to collaborate with district staff in problem solving and, when circumstances warrant intervention with students, to use positive and restorative approaches in accordance with Penal Code 13651. SRO's shall use tactics such as de-escalation techniques to mitigate the use of force in an educational setting and shall strictly adhere to the policy on minimum use of force pursuant to Government Code 7286.

C. Dismissal of School Resource Officer, Replacement:

1. Prior to the dismissal of any SRO, the Chief and District administration shall endeavor to resolve any difficulties thought to require such action. In the event that a school site administrator, however, believes that the SRO is not effectively performing his/her duties and responsibilities, the site administrator shall recommend to the Superintendent that the SRO be removed from the program by stating the reasons therefore in writing. Within 3 days after receiving the recommendation from the site administrator, the Superintendent or his/her designees shall advise the Chief of Police of the site administrator's request. If the Chief of Police so desires, the Superintendent and Chief of Police shall meet with the SRO to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable period of time after such meeting, the problem cannot be resolved, or in the event a meeting is not desired by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

CITY OF ST. HELENA
RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA AUTHORIZING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF ST. HELENA
AND THE ST. HELENA UNIFIED SCHOOL DISTRICT
ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF
THE SCHOOL RESOURCES OFFICER AND 50%
SHARED COSTS OF OVERTIME INCURRED WHILE
PERFORMING SCHOOL RESOURCES OFFICER DUTIES
FOR THE FISCAL YEARS 2022-23 and 2023-24**

WHEREAS, the City of St. Helena ("City") provides a School Resources Officer ("SRO") to the St. Helena Unified School District ("SHUSD") beginning in the spring of the 2022-23 school year through the 2023-24 school year, which was funded through a Proposition 56 Tobacco Grant ("Prop 56"); and

WHEREAS, the City applied for, and was awarded a renewed three-year Prop 56 grant that began in the 2021-22 school year; and

WHEREAS, the parties have a shared interest in sustaining the SRO position for the 2022-23 and 2023-24 school year to benefit students; and

WHEREAS, the SRO position is a sworn law enforcement officer employed by the City; and

WHEREAS, SHUSD has requested to enter a Memorandum of Understanding (MOU) with the City of Saint Helena Police Department, and

WHEREAS, the MOU is written and understood by both parties to provide direction, responsibilities, duties and roles of the SRO; and

WHEREAS, The SRO position in FY 2022-23 and FY 2023-24 is 100% paid for through a grant allocated to the City of St. Helena; and

WHEREAS, the total estimated costs for the SRO position is starting at \$145,000 in 2022-23; and

WHEREAS, overtime worked by the SRO is not covered through the grant. The MOU details a 50% cost share for any overtime worked by the SRO when the overtime is required and approved by the St. Helena Unified School District.

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

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

SECTION 2. The City Council of the City of St. Helena hereby approves a Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District for the 2022-23 and 2023-24 school year (Exhibit A).

SECTION 3. The City Council of the City of St. Helena hereby authorizes the City Manager to execute the Memorandum of Understanding in substantial conformity of Exhibit A subject to City Attorney approval.

Approved at a Regular Meeting of the St. Helena City Council on July 26, 2022, by the following vote:

Mayor Geoff Ellsworth: _____

Vice Mayor Paul Dohring: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Eric Hall: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



This Memorandum of Understanding ("MOU") is between the St. Helena Unified School District ("District") and the St. Helena Police Department ("SHPD"):

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II. TERM

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III. SCOPE OF SERVICE

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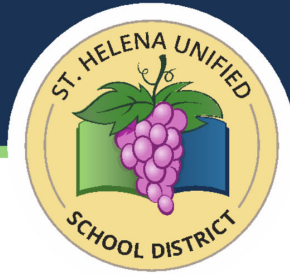
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The SRO's duties are listed in Exhibit A: Hours and Duties, School Resource Officer.



IV. CONSIDERATION:

The District and SHPD jointly participate in the selection and hiring and identification of the SRO. The District maintains its right to request a replacement SRO if work performance fails to meet District needs. The SRO position in 2022-23 and 2023-24 is 100% paid for through a grant allocated to the SHPD. The District agrees to pay SHPD one-half the cost of overtime worked by the School Resource Officer for the district. For criminal investigations occurring after normal scheduled hours, costs are incurred by SHPD.

Overtime shall be pre-approved by SHUSD and will report the overtime hours and reason for the overtime to the District for review. SHPD shall invoice District quarterly for any overtime costs incurred. The District shall pay the amount within 30 days of the date of the invoice. Nothing in this paragraph shall prevent negotiations to reduce or increase the amount paid by the District. An annual review of the performance of the SRO will be conducted by the SHPD and District.

V. NON-DISCRIMINATION

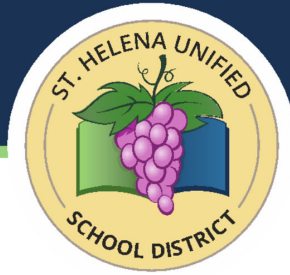
The SRO shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

The District Superintendent or designee shall periodically report to the SHUSD Board of Trustees disaggregated data on student interactions with the SRO to evaluate the appropriateness of such interactions and ensure compliance with the prohibition against nondiscrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or District regarding student misconduct, or other actions taken by the with respect to individual students or others on campus.

As necessary, the District Superintendent or designee in collaboration with SHPD shall develop and implement practices to prevent disproportionality of student interactions with the SRO based on student characteristics and to minimize the potential for referrals of students into the juvenile justice system.

VI. ACCESS TO RECORDS

SROs shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless



specifically allowed or required by state or federal law (e.g. for criminal investigations, or with permission from the school administration for the purposes of student mentoring/support or similar endeavors). (Education Code 49076; 34 CFR 99.1)

SROs shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7).

VII. INDEMNIFICATION

SHUSD and SHPD agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect, or incidental damages incurred as a result of this Agreement. In the event of concurrent negligence, then the liability for any and all claims, suits or actions arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

VIII. VERBAL AGREEMENTS

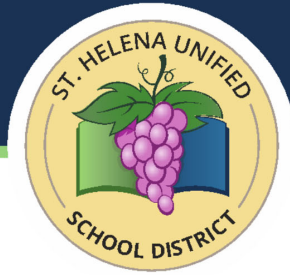
This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are fully set forth herein. This agreement cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.

IX. TERMINATION CLAUSE

Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice, with or without cause.

X. AUTHORITY

The signers of this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Parties, and to bind said Parties to the terms hereof.



This MOU is subject to the approval of each Party's Governing Board.

WHEREFORE, the Parties have entered into this Memorandum of Understanding on the first day and year herein appearing.

_____ City Manager Anil Comelo, City of Saint Helena	_____ Date
_____ Chief of Police Christopher Hartley, Saint Helena Police Department	_____ Date
_____ School Resource Officer Melissa Brown, Saint Helena Police Department	_____ Date
_____ Superintendent Rubén Aurelio, Saint Helena Unified School District	_____ Date

References:

- St. Helena Unified School District Board Policy 3515.31 – School Resource Officers



Exhibit A - Hours and Duties, School Resource Officer

A. Regular Duty Hours of the School Resource Officer:

1. The SRO will work four ten-hour shifts. Due to the demands of the school such as after school activities, football games, dances, etc., the SRO will adjust hours as reasonable to not exceed a forty-hour work week.
 - a. If the SRO anticipates overtime, when reasonable, the SRO will email the SRO supervisor. This does not include times it is required for the SRO to remain on shift for an active investigation that requires immediate attention.
2. The SRO will vary his/her schedule and his/her attendance at the various schools to maintain a lack of routine and not be predictable for their own safety and the safety of the schools. Recent research indicates that this is best practice as school shooters/threats watch for patterns and predictability.
3. The SRO may be off campus performing such tasks as may be required by their assignments, this shall include but is not limited to: report writing, investigations, court, meetings, trainings, attending local service organizations/businesses for their later support, etc.
4. The SRO may be reassigned by the St. Helena Police Department during school holidays and or during the period of law enforcement emergencies.
5. Should a life-threatening school emergency (active shooter, weapon on campus, etc.) occur, the SRO will assume command of the school site until first responders arrive.
6. As stated in the SHPD MOU 21.6, the SRO shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour.

B. Duties of the School Resource Officer, in no particular order, with an understanding that this is as time allows and law enforcement duties & investigations & school safety takes precedent:

1. The SRO shall act as an instructor for specialized, short-term programs for the District when requested to do so by District or site administration, or when invited by a member of the faculty.



2. The SRO shall serve, when requested, as a guest speaker. District or site administration shall make a request of the SRO.
3. The SRO shall coordinate his/her activities with District/site administration and other District staff concerned, and will seek permission, advice, and guidance prior to enacting any programs within the school.
4. The SRO will work to create innovative programs to provide outreach to students, allow students to see “beyond the badge” and engage with the school community.
5. When requested by District or site administration, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
6. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information shall not be disclosed except as provided by law or court order.
7. The SRO shall become familiar with all community agencies that aid youths and their families, such as: mental health clinics, drug treatment centers, etc. The SRO shall make referrals available to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.
8. The SRO shall assist District and site administration in developing plans and strategies to prevent and or minimize dangerous situations which may occur on campus.
9. Should it become necessary to conduct formal law enforcement activities with any student, the SRO shall adhere to law enforcement policy and all legal requirements regarding investigations and interviews.
10. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall inform the administration of the school of any such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise site administration before requesting additional law enforcement assistance on campus.
11. The SRO shall give assistance to other law enforcement officers and sheriff’s deputies in matters regarding his/her school assignment or minors that attend the school district whenever necessary.
12. When requested by District or site administration, the SRO may participate in school functions. The SRO will adjust his/her hours when reasonable, so as to not obtain unnecessary overtime.



13. The SRO will keep the SRO supervisor briefed on all pertinent investigations, situations at the school, and plans for success.
14. The SRO shall not act as school disciplinarian. Job duties of the SRO shall not include the handling of student code of conduct violations or routine student disciplinary matters that should be addressed by school administrators, or conduct that would be better addressed by mental health professionals. However, if a school site administrator believes an incident is a violation of the law, the administrator shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. SROs are not normally used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties except on an emergency basis and when requested by the site administrator for a specific reason. If there is a problem area, the SRO may assist the school until the problem is solved.
15. The SRO shall be expected to collaborate with district staff in problem solving and, when circumstances warrant intervention with students, to use positive and restorative approaches in accordance with Penal Code 13651. SRO's shall use tactics such as de-escalation techniques to mitigate the use of force in an educational setting and shall strictly adhere to the policy on minimum use of force pursuant to Government Code 7286.

C. Dismissal of School Resource Officer, Replacement:

1. Prior to the dismissal of any SRO, the Chief and District administration shall endeavor to resolve any difficulties thought to require such action. In the event that a school site administrator, however, believes that the SRO is not effectively performing his/her duties and responsibilities, the site administrator shall recommend to the Superintendent that the SRO be removed from the program by stating the reasons therefore in writing. Within 3 days after receiving the recommendation from the site administrator, the Superintendent or his/her designees shall advise the Chief of Police of the site administrator's request. If the Chief of Police so desires, the Superintendent and Chief of Police shall meet with the SRO to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable period of time after such meeting, the problem cannot be resolved, or in the event a meeting is not desired by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.



Report to the City Council
Regular City Council - 26 Jul 2022

Agenda Section: NEW BUSINESS

Subject: Informational presentation and overview of the City's Pavement Management Program.

CEQA Determination: Not a CEQA project

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

Reviewed By: April Mitts, Assistant City Manager

Approved By: James C. McCann, Interim City Manager

BACKGROUND

City staff has finalized construction plans and documents for the R22-79 Pavement Restoration Improvements CIP project in preparation for construction this fall. The scope of this project is defined in Year 1 of the current 5-year pavement management program as detailed in Resolution No. 2021-159, and approved by City Council on December 14, 2021. City staff has prepared a presentation to provide an overview of key components of the process in developing and implementing its pavement restoration program.

DISCUSSION

Included as an attachment to this staff report is a presentation which summarizes the City's current pavement management strategy. The foundation of our strategy begins with our partnership with the Metropolitan Transportation Commission (MTC) and our participation in the Pavement Management Technical Assistance Program (P-TAP). This program provides a biannual City-wide pavement assessment, access to asset management software (Streetsaver), and coordination with pavement engineering consultant firms. In addition, many other considerations help refine our pavement management strategy including value engineering, planned underground utility work, budget priorities and community priorities.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive presentation, discuss, and provide input and direction as appropriate.

ATTACHMENTS

[Attachment 1 - Pavement Restoration Presentation](#)



CITY OF ST. HELENA

PAVEMENT MANAGEMENT OVERVIEW

July 26, 2022





Pavement Management Technical Assistance Program – P-TAP

- Program funded and administered through Metropolitan Transportation Commission (MTC)
- Biannual City-Wide Pavement Condition Assessment
- Opportunity to develop strategy, prioritize pavement restoration, run budget scenarios, and improvement targets



**METROPOLITAN
TRANSPORTATION
COMMISSION**



STREETSAVER

- Asset Management Software
- Subscription service provided by Metropolitan Transportation Commission (MTC)
- Utilization in-house as a dashboard, create exhibits, update PCI, run budget and treatment scenarios





STREETSAVER

*Historical Pavement Condition Trends



*Current PCI



Network Inventory

Area: **0.15**
(square miles)

Miles: **26.12**

Lane Miles: **51.27**

Sections: **223**

*Current PCI by Functional Class



Remaining Service Life (years)



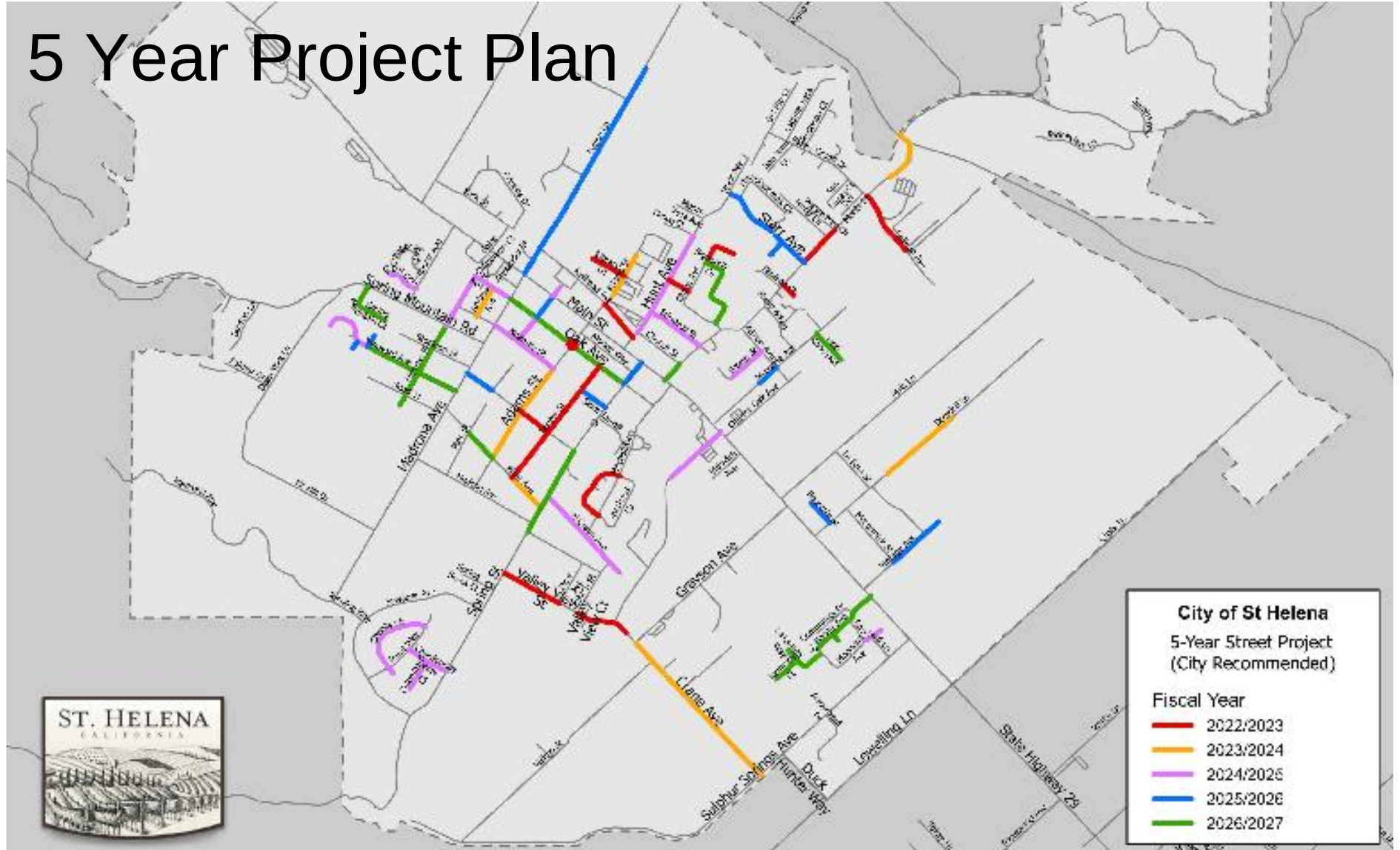


SELECTION CONSIDERATIONS

- Pavement Condition
- Underground Utilities
- Budget Priorities
- Target and Budget Scenarios (P-TAP, Streetsaver)
- Community and City Council Priorities
- Geographic Equity
- Proximity to Schools, Parks, Public Facilities, Etc.
- Active Transportation Opportunities

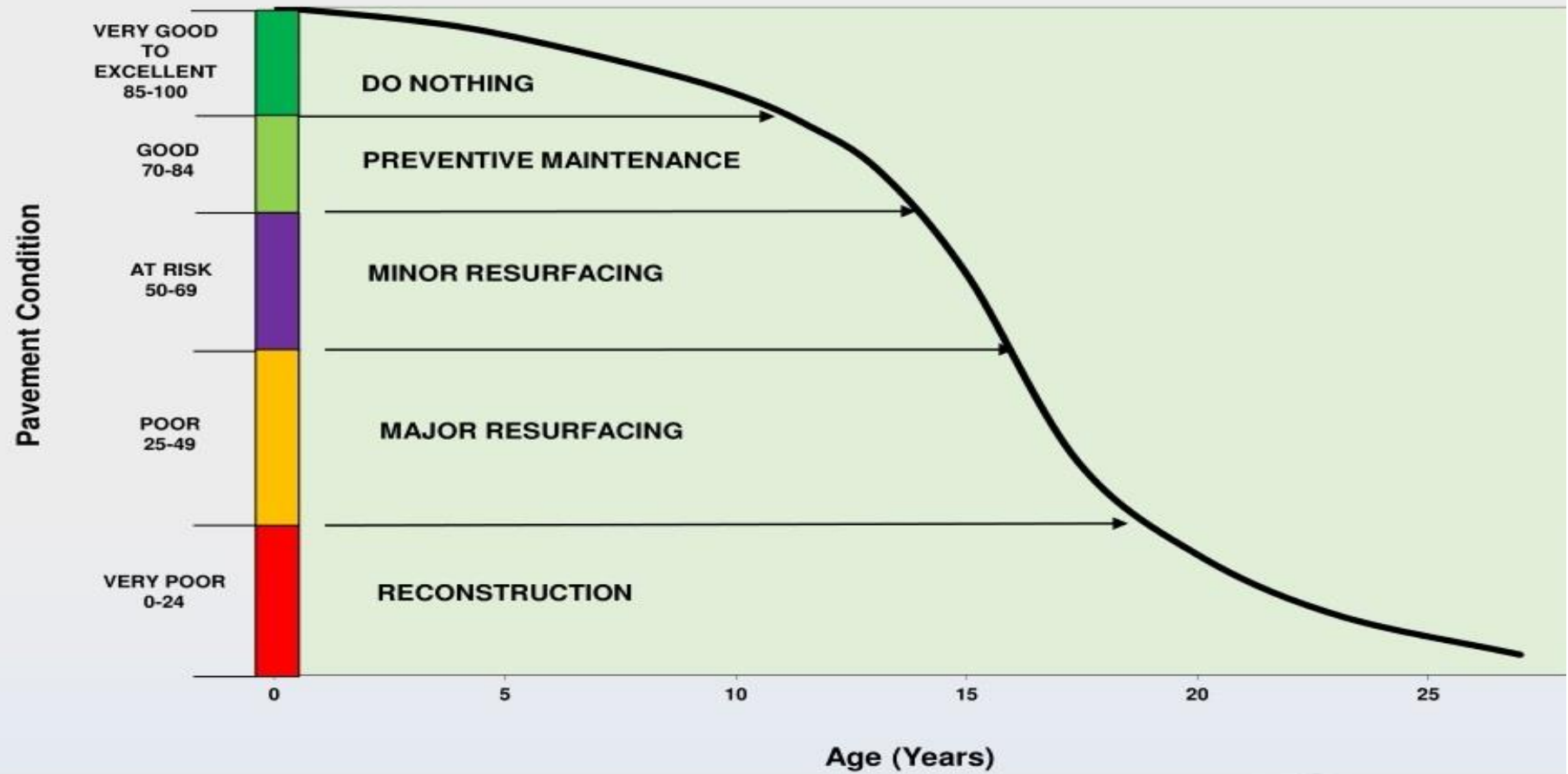


5 Year Project Plan





DETERIORATION CURVE





OTHER CONSIDERATIONS

- | | | | |
|---------------------------------------|--------------|----|------------|
| • Preventative Maintenance Treatments | \$3 - \$15 | SY | 5 – 10 YR |
| • Minor Resurfacing Treatments | \$25 - \$45 | SY | 8 – 15 YR |
| • Major Resurfacing Treatments | \$45 - \$75 | SY | 10 – 20 YR |
| • Full Reconstruction | \$75 - \$100 | SY | 30 YR |
- Pavement maintenance cycle to extend useful life of existing surface
 - In road utility projects to be completed prior to full reconstruction