



City of St. Helena
Regular City Council Meeting
Tuesday, October 25, 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.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website. Public comment for City Council meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

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

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofstheleena.org. The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://stheleena.civicweb.net/portal/>.

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

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

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

discussion or action may take place unless and until the matter properly appears on the agenda.

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

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

- 6.1. FY 22/23 Pavement Project Update by Joe Leach, Public Works Director 7 - 12
[Presentation](#)

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 October 11, 2022 (~~Minutes forthcoming~~) 13 - 18

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve

[10-11-2022 Regular City Council - Minutes](#)

- 7.2. September 2022 Review and Forecasting of City Water Supply Availability 19 - 24

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

- 7.3. Consideration and proposed approval of a resolution approving the Professional Services Agreement with Joe Brannum Tree Care Inc. in an amount not-to-exceed \$35,690.00 for the removal of 12 dead and failed trees in the St. Helena Flood Project to mitigate fire danger and create defensible space adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site. 25 - 31

CEQA Determination: Negative Declaration

Prepared By: Clayton Church, Public Works Operations Manager

Recommendation:

Approval of the resolution.

[StH Flood Project Tree Removal - Pdf](#)

- 7.4. Consideration and Proposed Approval of a Resolution: (1) Approving an agreement with Baker Tilly US, LLC in an amount not-to-exceed \$62,900 for Long-Range Financial Planning, (2) Approving a budget increase of \$62,900 to 101-4200-2145, and (3) Use of General Fund Balance of \$62,900. 33 - 62

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the attached resolution.

[Staff Report - Pdf](#)

- 7.5. Conduct second reading and proposed adoption by title only and waive further reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane. 63 - 167

CEQA Determination: The City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur.
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Conduct the second reading and adopt by title only and waive further reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

[Staff Report - Pdf](#)

- 7.6. Consideration and approval of a resolution authorizing: (1) The acquisition of two 2023 Ford Police Explorer Hybrids and a 2023 Ford Maverick Hybrid, and a 2023 Tesla Model 3 for a total amount not to exceed \$203,000; and (2) Authorize the City Manager to take such action and execute agreements as necessary to acquire the specified vehicles for the lowest bidders with current availability or the ability to deliver the vehicles in a reasonable timeframe. 169 - 195

CEQA Determination: Not a CEQA project
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Staff recommends City Council approve a resolution authorizing: (1) Acquisition of two 2023 Ford Police Explorer Hybrids, a 2023 Ford Maverick Hybrid pickup and a 2023 Tesla Model 3 (Chief's Vehicle) for a total not to exceed \$203,000, and (2) Authorize the City Manager to take such action as necessary to acquire the vehicles from the lowest bidders that have current availability or can deliver the vehicles in a reasonable time.

[Staff Report - Pdf](#)

- 7.7. Consideration and Proposed Approval of a Resolution Authorizing the St. Helena City Council to Grant Formal Recognition of the St. Helena Professional Fire Fighters Association. 197 - 204

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 7.8. Consideration and Proposed Approval of a Resolution authorizing and delegating the City of Napa to submit an application on its behalf and administer the Permanent Local Housing Allocation Program and to authorize the City Manager to sign a binding Delegation Agreement with the City of Napa for the period encompassing five (5) years of formula allocations (2019-2023), made available in Notices of Funding Availability (NOFAs) issued by the State beginning in February 2020 and extending through 2024, including all years stipulated in the State standard agreement. 205 - 217

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

- 7.9. Consideration and Proposed Approval of a Resolution Authorizing the City Manager to execute Amendment No. 5 to Noll and Tam Architects in the amount of \$25,000 to STH Contract NO: FY 2021-071 for Phase I of the Napa Valley College Tenant Improvements at the City of St. Helena for a total contract amount not-to-exceed \$261,483. 219 - 227

CEQA Determination: Not a CEQA project

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

Recommendation:

Approve attached resolution and amendment.

[Staff Report - Pdf](#)

- 7.10. Receive and File the Fiscal Year (FY) 2021-22 4th Quarter Finance Report (unaudited). 229 - 258

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends the City Council receive and file the Q4 FY 2021-22 financial report.

[Staff Report - Pdf](#)

8. PUBLIC HEARINGS

- 8.1. Triannual California Building Standards Code Adoption Modifying Chapter 15 of the St Helena Municipal Code and Revision of Gate code for Residential Properties: 259 - 345
1. Consideration and proposed approval of a resolution to amend the residential gate code; and
 2. Conduct first reading and proposed approval by title only waiving further reading of the Ordinance titled "Amendments to St. Helena Municipal Code Title 15 Buildings and Construction, Adopt and Amend in full the 2022 California Building Standards Code, Title 24.

CEQA Determination: Exempt

Prepared By: Philip Henry, Chief Building Official

Recommendation:

The Community Development Department, Building Division recommends the City Council:

1. Find the proposed amendments to the Building Code is exempt from CEQA under Section 15061 (b) (3) the 'General Rule'; and

2. Introduce and conduct first reading and approve by title only and waive further reading of Ordinance titled "Amendments to St. Helena Municipal Code Title 15 Buildings and Construction, Adopt and Amend in full the 2022 California Building Standards Code, Title 24.

[Staff Report - Pdf](#)

9. OLD BUSINESS

- 9.1. Consideration and proposed approval of a resolution authorizing the Issuance and sale of general obligation bonds (the "2022 Bonds") in an estimated principal amount of \$5,255,000 and a not-to-exceed amount of \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

347 - 473

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Staff recommends the City Council approve the Resolution authorizing the issuance and sale of the 2022 Bonds in an estimated principal amount of \$5,255,000 and a not-to-exceed amount of \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

[Staff Report - Pdf](#)

[GO Bond Presentation](#)

10. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 22, 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 October 21, 2022.



Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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



FY22/23 PAVEMENT PROJECT UPDATE



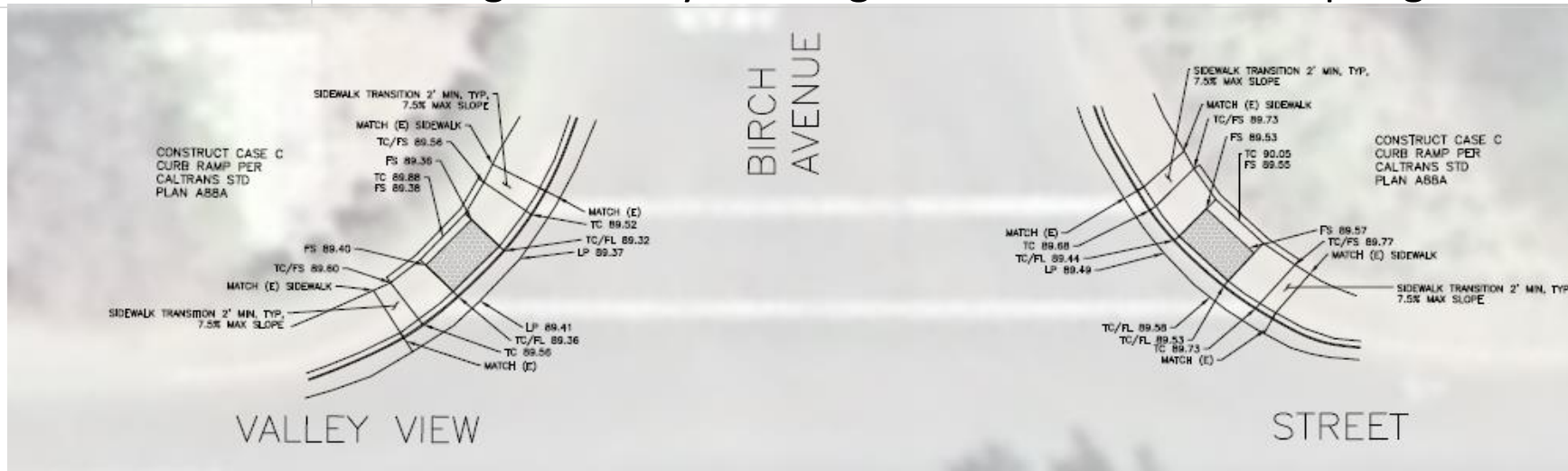
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SAFETY IMPROVEMENTS

- Additional ADA Ramps & ADA Ramp Upgrades (i.e. truncated domes)
- Safe Routes to School High Priorities striping

Madrona Ave/Kearney St	Install high visibility markings and add south leg crosswalk
Spring St/Kearney St	Install high visibility markings & crosswalk across Spring St.
Spring St/N Crane Ave	Install high visibility markings & crosswalks across Spring St & Crane Ave.



6 VALLEY VIEW ST AND BIRCH AVE - CURB RAMP PLAN
SCALE: 1"=5'



SCOPE



Edge Grind w/ 2" Overlay

- Voorhees Circle (east of Mitchell Dr.)
- Valley View St. (Birch Ave. to Grayson Ave.)
- Stockton St. (Adams St. to Tainter St.)
- Railroad Ave. (Adams St. to Hunt Ave., incl. Wine Train parking)
- Stralla Ct. (west of Pope St.)
- Pope St. (between Starr Ave. & Peppertree Cir.)

Microsurfacing (Type II)

- Chiles Ave. (north of Signorelli Cir.)
- Tainter St. (Allyn Ave. to Oak Ave.)
- Library Ln. (west of Adams St.)
- June Ln (Hunt Ave. to Chiles Ave.)
- Valley View St. (Spring St. to Olive Ave.)

2" Full Grind/Overlay

- College Ave. (east of Pope St.)
- Oak Ave./Adams St. Intersection



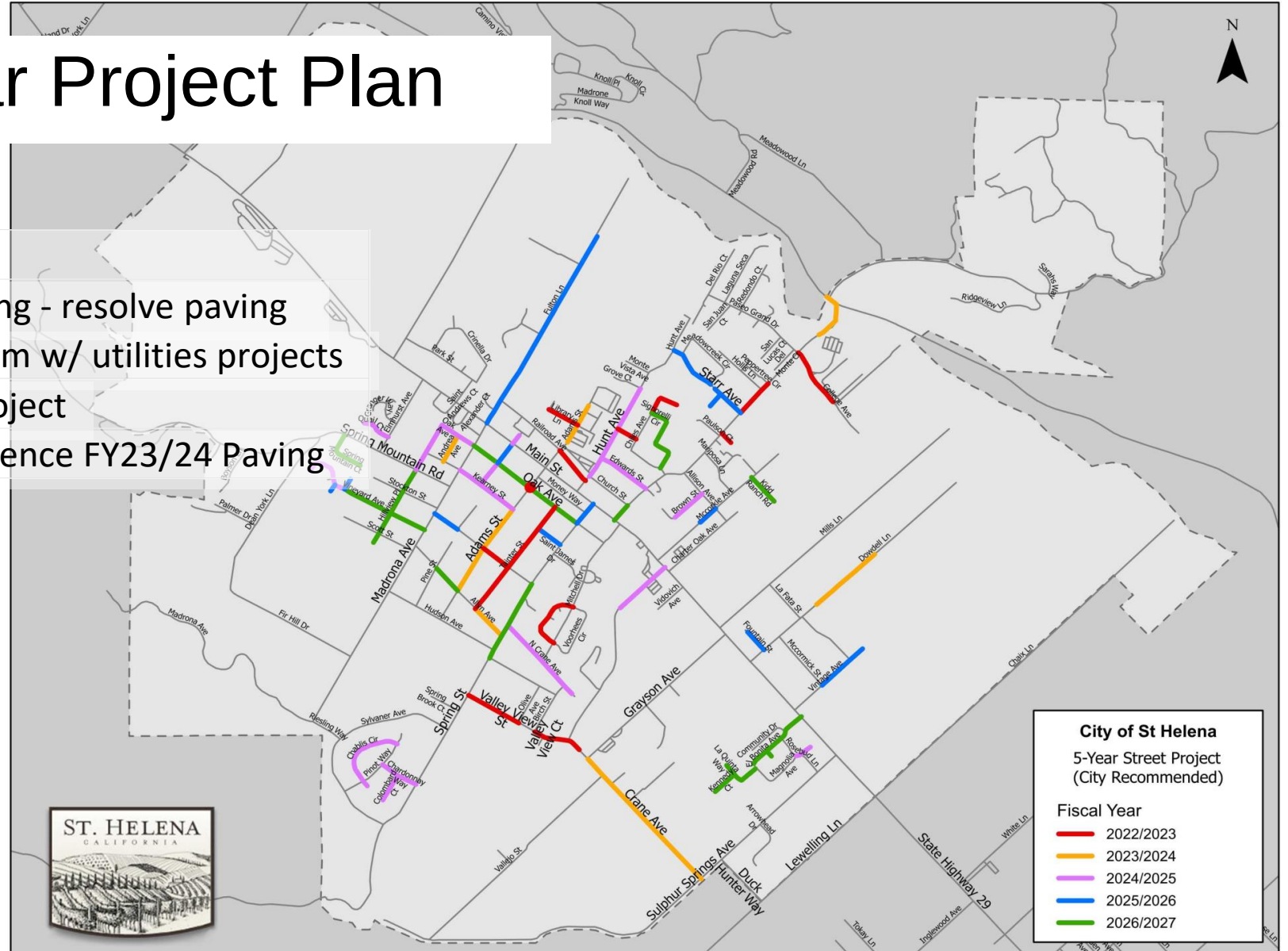
SCHEDULE

Week Begin	Scope
10/31/22	Start field survey/construction staking
11/07/22	Start concrete demolition for ADA ramps/sidewalks
11/21/22	Start AC grinding for streets overlay
Spring 2023	Microsurfacing work & final striping improvements



5 Year Project Plan

FY23/24	
Fall'23/ Winter'24	Planning - resolve paving program w/ utilities projects
Spring'24	Bid Project
Summer'24	Commence FY23/24 Paving





QUESTIONS

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 11, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

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

Absent: None

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

4.1

Council Member Eric Hall moved to adopt the agenda as presented. 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:**

Garry Rose, Tom Belt and citizen addressed the City Council.

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

Reports were made by staff and City Council.

Ethan Walsh, City Attorney noted there was no reportable action taken at the October

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11, 2022 special City Council closed session meeting.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 Oath of Office and Introduction for:
 - 1. Joe Leach, Director of Public Works
 - 2. Jesus Gonzalez, Accounting Technician I
- 7.2 National Friends of Libraries Week Proclamation 2022
- 7.3 Domestic Violence Awareness Month October 2022 Proclamation

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 Meeting Minutes of September 27, 2022
Prepared By: Cindy Tzafopoulos, City Clerk
- 8.2 Approval of Project Plans, Authorization to Bid R19-07 Silverado Trail Guardrail Replacement Project.

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

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

Approval of Plans and Authorize to Bid

- 8.3 Second Reading and Proposed Adoption of an Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

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

Recommendation:

Conduct the second reading and adopt the Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers

- 8.4 Consideration and Proposed Approval of a Resolution Authorizing: (1) Amendment #1 to a Professional Services Agreement with Operational Technical Services STH Contract: FY 2022-011 in the amount of \$71,742.30 for a total not-to-exceed amount of \$96,742.30 for Temporary Underground Utilities Staffing and (2) a budget increase of \$71,743 to 561-5031-2020 and use of fund balance of the same.

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CEQA Determination: Exempt

Prepared By: Clayton Church, Public Works Operations Manager

Recommendation:

Staff recommends City Council adopt the attached resolution.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9. PUBLIC HEARINGS

9.1 Consideration and proposed approval the following actions:

1. Finding that none of the conditions specified in State CEQA Guidelines section 15162 require the preparation of a subsequent or supplemental EIR or MND and no additional environmental review is required; and
2. Introduce and waive first reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane; and
3. Adopt a resolution making specific findings and approve a Use Permit Amendment for the LMR Destinations LLC lodging project at 1000 Mills Lane.

CEQA Determination: The City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur.

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

For the reasons described above, staff recommends that the City Council:

1. Find that none of the conditions specified in State CEQA Guidelines section 15162 require the preparation of a subsequent or supplemental EIR or MND and no additional environmental review is required; and
2. Introduce and waive first reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane; and
3. Adopt the attached resolution making specific findings and approve a Use Permit Amendment for the LMR Destinations LLC lodging project at

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1000 Mills Lane.

Maya DeRosa, Community Development Director reported on this item.

Mayor Ellsworth opened the public hearing.

Ted Hall addressed the City Council.

Mayor Ellsworth closed the public hearing.

Council Member Anna Chouteau moved to approve the following actions:

1. Find that none of the conditions specified in State CEQA Guidelines section 15162 require the preparation of a subsequent or supplemental EIR or MND and no additional environmental review is required; and
2. Introduce and waive first reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane; and
3. Adopt the resolution making specific findings and approve a Use Permit Amendment for the LMR Destinations LLC lodging project at 1000 Mills Lane.

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

10. OLD BUSINESS

- 10.1 Second Reading and Proposed Adoption of an Ordinance adopting St. Helena Police Department Policy 707 "Military Equipment" as required by AB 481 for the Funding, Acquisition, and Use of Military Equipment

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Recommendation:

Conduct the second reading and adopt the Ordinance Police Department Policy No. 709 (Military Equipment Policy) In Accordance With AB 481.

Ethan Walsh, City Attorney reported on this item.

No public was received.

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Council Member Lester Hardy moved to adopt staff's recommendation. 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

10.2 Water Penalty Update, Discussion and Direction for Water Penalties

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Receive and file report and provide direction to staff for collection of unpaid penalties and confirmation of staff recommendations for next steps.

April Mitts, Assistant City Manager reported on this item.

Garry Rose addressed the City Council.

It was the consensus of the City Council to direct staff to move forward with the following actions to collect unpaid water penalties:

(1) Hardship agreements

(2) Use of a collection agency

11. NEW BUSINESS

11.1 Appointment of a Subcommittee to Review and Make Recommended Changes to the City Council, Committees, Boards and Commission Rules of Procedure for the Conduct of Meetings & Standards of Conduct document.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafoopoulos, City Clerk

Recommendation:

Appointment of a subcommittee of the City Council to review and make recommended changes to the City Council, Committees, Boards and Commission Rules of Procedure for the Conduct of Council Meetings & Standards of Conduct document.

Cindy Tzafoopoulos, City Clerk reported on this item.

No public comment was received.

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Vice Mayor Dohring and Council Member Hardy were appointed to the Subcommittee to review and make recommended changes to the City Council, Committees, Boards and Commission Rules of Procedure for the Conduct of Meetings & Standards of Conduct document.

12. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:10 p.m.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

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

**CEQA Exempt
Determination:**

Prepared By: Ian Dale, Environmental Services Tech

Reviewed By: Joseph Leach, Public Works Director and City Engineer

Approved By: Anil Comelo, 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 September 2022. The water produced for September 2022 is up by 50% when compared to September 2021 and equal compared to the average of September 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)	September 2021 (Acre-Feet)	September 2022 (Acre-Feet)
Bell Canyon	88	36	68
Stonebridge Wells	44	45	37
Napa Water	61	48	88
Total	193	129	193

Percent change from average of September 2018 - 2020: 0%

Percent change from September 2021: **50%**

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 October 1, 2022, Bell Canyon Reservoir elevation was at 410.88 feet representing approximately 1,589 acre feet (AF) and 66.67% 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 October 1st in 2020, 2021, and 2022.

Year	2020	2021	2022
Bell Canyon Elevation Level	402.95 Ft.	394.63 Ft.	410.88 Ft.
Acre Feet	1,110 AF	682.9 AF	1,589 AF
Percent Capacity	46.5%	28.65%	66.67%

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, weather 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 September 2022, Rutherford Pump Station was producing an average of 0.95 MG/day for a total of 85.7 acre feet (AF) for the month.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

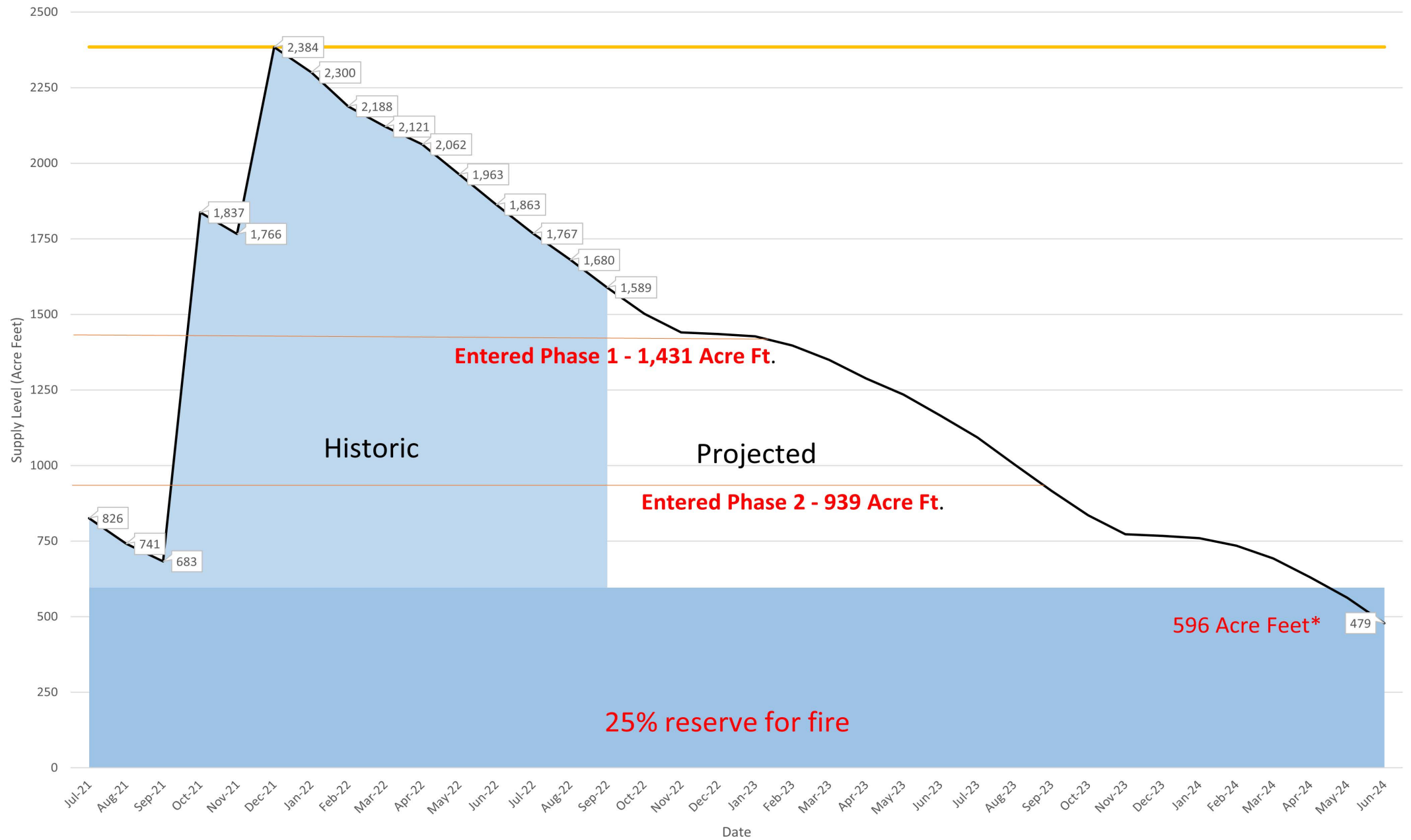
ATTACHMENTS

[Attachment 3 - Bell Canyon Water Forecast September 2022 10.13.2022](#)

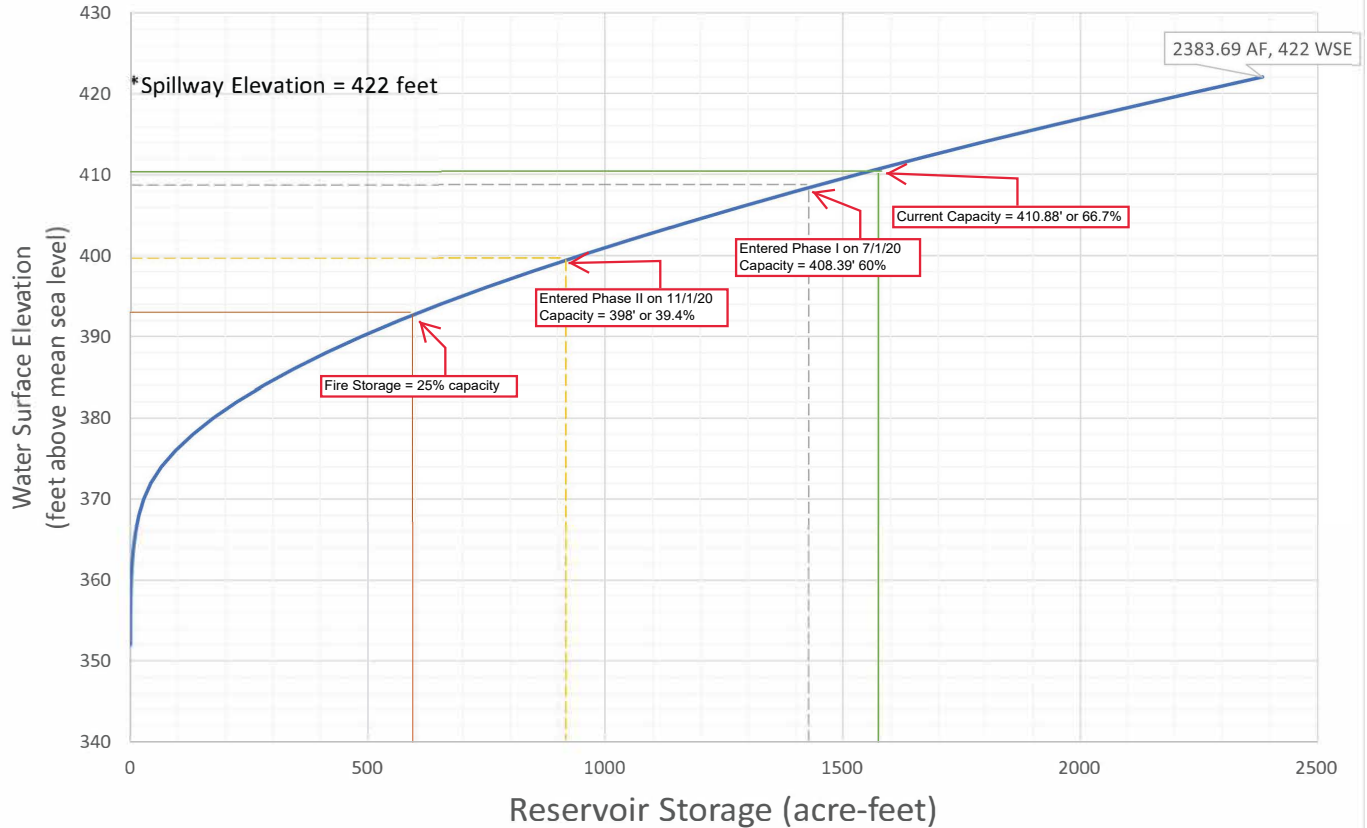
[Attachment 2 - September Bell Canyon Reservoir Storage with Phase I II](#)

[Attachment 1 - Monthly Water Report September 1-30 2022](#)

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



CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC ☒ X PC ☒ X FILE _____
 RECEIVED: _____ BY: _____

September 1-30, 2022

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	67.98	36.79	11.26	87.73	-0.44
AMOUNT PRODUCED in MG	22.14	11.98	3.67	28.58	-0.14
PERCENT	35.4%	19.2%		45.7%	-0.2%

WATER DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL DELIVERY THIS PERIOD	66.23 MG	41.95 MG
MAXIMUM DAILY DELIVERY	1.57 MG	2.24 MG
MINIMUM DAILY DELIVERY	0.97 MG	1.05 MG
AVERAGE DAILY DELIVERY	1.25 MG	1.40 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	180.37 AF	35.9%	86.83 AF	22.2%
	58.75 MG		28.28 MG	
NAPA WATER	192.64 AF	38.3%	156.16 AF	39.9%
	62.75 MG		50.87 MG	
STONEBRIDGE POTABLE WELLS	130.06 AF	25.9%	148.72 AF	38.0%
	42.36 MG		48.44 MG	
TOTAL WATER DELIVERY (ALL)	503.06 AF	100.0%	391.71 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	1.98 MG/Sept 1 -30	0.55 MG/Sept 1-30
NAPA VALLEY COLLEGE	1.69 MG/Sept 1 -30	0.15 MG/Sept 1-30

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	410.88 FT.	394.63 FT.
MONTHLY RISE OR DROP	-1.39 FT.	-1.25 FT.
CAPACITY AT END OF PERIOD	517.80 MG	222.53 MG
PERCENT OF FULL CAPACITY	66.7 %	28.0 %
RAINFALL IN THIS PERIOD	0.87 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	1.14 IN	0.00 IN

TEMPERATURES

	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	88 - 55.6	101-56
AVERAGE	71.8	73

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.95 MG/day during September 2022.
 DISCLAIMER: The data presented in this report is approximate and for informational purposes only.
 Updates will be provided if any errors are identified.



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution approving the Professional Services Agreement with Joe Branum Tree Care Inc. in an amount not-to-exceed \$35,690.00 for the removal of 12 dead and failed trees in the St. Helena Flood Project to mitigate fire danger and create defensible space adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site.

CEQA Determination: Negative Declaration

Prepared By: Clayton Church, Public Works Operations Manager

Reviewed By: Joseph Leach, Public Works Director and City Engineer

Approved By: Anil Comelo, City Manager

BACKGROUND

On September 27, 2020, the City of St. Helena ("City") proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which affected both Napa and Sonoma Counties.

The Glass Fire burned near the City's eastside City limit approaching the Silverado Trail near Vineyard Valley Mobile Home Park (VVMHP). In addition, the fire was in proximity the City maintained land known as Flood Control Project. The St. Helena Control Flood Control Project encompasses an area of approximately 12.5 acres. The area is composed of a riparian area that is nearest to the Napa River and Sulphur Creek. The riparian area contains native and non-native grasses, trees, and shrubs.

Since the completion of the Flood Project staff has conducted work to maintain the conservation easement with the Napa Valley Land Trust and agreements with California

Fish and Wildlife. Staff has conducted such work with City Staff and with assistance from contractors. This work entailed weed abatement and removal of invasive species.

After the Glass Fire, City staff, including Operations Manager and Fire Chief, met with California Fish and Wildlife to discuss fire fuel management in this area. The recommendation was made to City staff for additional fuel reduction in this area. This entailed expanding the weed abatement areas and the removal of dead trees that could potentially pose a fire threat due to the proximity to the western side of VVHMP. Staff conducted a tree report in the area corroborating the findings made by the Operations Manager and Fire Chief. Staff identified 12 trees that were dead and or in major decline. Their removal would be essential in the fuel reduction and managing the tree stand adjacent to VVHMP.

DISCUSSION

City Staff began to conduct vegetation abatement in coordination with California Department of Fish and Wildlife (CDFW) in the area commonly known as the St Helena Flood Project in Fall of 2021 in preparation for the 2022 Fire Season. The work consisted of mowing, weed eating, and invasive plant removal. This work is permitted under the current Routine Maintenance Agreement (RMA) with CDFW and Conservation Easement (CE) with the Napa County Land Trust. The work for the removal of the 12 dead trees is not included in the scope of the RMA or CE but is complementary to this work. Staff conducted a site walk with CDFW and SHFD to discuss the need for fuel reduction and removal of dead and failed trees in the area commonly known as the Flood Project. The outcome of the meeting resulted in concurrence from CDFW that proposed work of weed abatement along the bank adjacent to the flood wall and removal of dead and failed trees would not require further permitting as it did not significantly impact CDFW jurisdictional areas, work is proposed in flood plain at the very top of the riverbank and does not extend into the wetted bed or river channel. Staff identified 12 dead and failed trees for removal adjacent to the flood wall on the western perimeter of the Vineyard Valley Mobile Home Park.

City staff requested quotes from Pacific Tree Care, Signature Tree Solutions, and Joe Branum Tree Care, Kelly's Tree Service, and Greenfield Tree Service. All 5 vendors were invited to attend site visits to discuss scope of work and 3 contractors provided quotes. A summary of the quotes is provided in the following table:

Vendor	Total Cost
Pacific Tree Care	\$36,639.15
Signature Tree Solutions	No proposal submitted
Joe Branum Tree Care Inc.	\$35,690.00
Kelly's Tree Service	No proposal submitted
Greenfield Tree Service	\$35,000.00*
Britton Tree Services Inc.	\$44,620.00

*While the lowest bidder, this application was deemed incomplete by staff.

Based on quotes received, staff recommends City Council adopt a resolution approving a Professional Services Agreement with Joe Branum Tree Care in an amount not-to-exceed \$35,690.00 for the removal of 12 dead and failed trees in the St. Helena Flood Project to mitigate fire danger and create defensible space adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site.

FISCAL IMPACT

The fiscal impact of the Professional Services Agreement is for a not-to-exceed amount of \$35,690.00. Funds for this project were included in the FY 2022-23 Adopted budget.

RECOMMENDED ACTION

Approval of the resolution.

ATTACHMENTS

[Attachment 1 - Notice of Exemption](#)

[Attachment 2 - Resolution](#)

[Attachment 3 - Site map VVMHP tree removals 09.12.2022](#)

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Napa
P.O. Box 298
Napa, CA 94559-0298

From: (Public Agency): City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

(Address)

Project Title: Vineyard Valley Flood Wall Fire Abatement - Dead Tree Removal

Project Applicant: City of St. Helena Public Works Department, 1572 Railroad Avenue, St. Helena, CA

Project Location - Specific:

Tree removal located in open space between a flood wall and the Napa River adjacent to the Vineyard Valley Mobile Home Park. 38.511424, -122.458258, St. Helena, CA, 94574.

Project Location - City: St. Helena

Project Location - County: Napa

Description of Nature, Purpose and Beneficiaries of Project:

Fire abatement work has occurred in this area since 2021 with close coordination with CDFW under existing permits and agreements. The removal of 12 dead trees is important for fuel reduction and management in the area to protect area facilities and residences.

Name of Public Agency Approving Project: City of St. Helena

Name of Person or Agency Carrying Out Project: City of St. Helena Public Works

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 1, Section 15304
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This removal is consistent and complementary with the current Routine Maintenance Agreement for the area. This project is exempt due to minor alterations being the removal of dead trees for the purposes of fire abatement and fuel management in the vicinity of structures and residences.

Lead Agency

Contact Person: Eric Janzen

Area Code/Telephone/Extension: 707-204-9084

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: 

Date: 10/12/2022

Title: Assistant Director PW

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

CITY OF ST. HELENA

RESOLUTION NO. 2022-

Resolution approving a Professional Services Agreement with Joe Branum Tree Care Inc. for an amount not-to-exceed \$35,690.00 for the removal of 12 dead and failed trees in the St. Helena Flood Project to mitigate fire danger and create defensible space adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site.

RECITALS

- A. On September 27, 2020, the City of St. Helena ("City") proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which affected both Napa and Sonoma Counties; and
- B. Public Works identified the need for the need to remove 12 dead trees in the area of the area adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site; and
- C. On September 12 ,2022, the City requested quotes for removal of dead and failed trees, the area adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site; and
- D. On October 14,2022, City staff received and reviewed three (4) quotes; and
- E. City staff found that Joe Branum Tree Care Inc. provided the lowest responsive and the best combination of qualifications, experience, and local knowledge for the project; and
- F. Joe Branum Tree Care Inc. has the appropriate equipment and experience required to complete the project; and
- G. Joe Branum Tree Care Inc. will meet the City's insurance requirements; and
- I. Sufficient funding for services is available in the total approved operations budget for Fiscal Year 2022/23.

RESOLUTION

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

1. Approval a Professional Services Agreement with Joe Branum Tree Care Inc. for a total not-to-exceed amount of \$35,690.00 for the removal of 12 dead and failed

trees in the St. Helena Flood Project to mitigate fire danger and create defensible space adjacent to the western border of the Vineyard Valley Mobile Home Park and the City of St. Helena's Flood Control Pump Site.

2. Authorizing the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on October 25, 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 - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution: (1) Approving an agreement with Baker Tilly US, LLC in an amount not-to-exceed \$62,900 for Long-Range Financial Planning, (2) Approving a budget increase of \$62,900 to 101-4200-2145, and (3) Use of General Fund Balance of \$62,900.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Reviewed By: Anil Comelo, City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

Recognizing the deterioration of the City's assets, the City Council set in motion a series of studies, working committees, and reports to categorize assets, provide cost estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets/infrastructure. Combined, there is an estimated \$155 million in Capital Improvement Plan (CIP) projects identified over the next 30-years in the following categories: Streets, Storm-drain, Water, Wastewater, and Civic facilities.

Similar to infrastructure, there has been underfunding over several years as it relates to City staffing which has resulted in reduced staffing and compensation being below market. The reduced level of staffing has resulted in delays in responding to customer calls/service requests, the inability of staff to complete projects in a timely fashion, high employee turnover, and low staff morale. While monetary compensation is a factor, another challenge includes right-sizing the organization to provide excellent customer service and having the appropriately skilled staff in place to accomplish the City Council directed goals and accumulated workplan. The pent-up work plan includes staffing to oversee the many infrastructure projects noted above. As a first step in addressing compensation deficiencies, City Council recently approved three year agreements with

SHEA, POA, and the unrepresented executive and management employees affording for salary increases to get employees to 95% of market median. Executive staff had believed the this benchmark which included a guaranteed increase of 5% in FY 2022 plus an equity adjustment for classifications that were below the target, would be sufficient to achieve competitive parity with other agencies. Unfortunately, other agencies, responding to surging inflation, have given even higher increases, thus effectively negating the impact of the City's base salary increases. Without sufficient numbers of staff who receive competitive compensation, there will continue to be staff turnover, lack of progress on projects, and other service impacts. So, while the base salary increases were a great first step, further compensation enhancement, as well as increases in the number of employees, will need to be part of the long-term strategy to retain staff, recruit qualified employees, and ensure staffing stability. Therefore, additional investment is needed to address both infrastructure and staffing deficiencies.

On May 31, 2022, the City's Long-Range Financial Forecast (LRFF) was presented to the City Council. The LRFF provides current and long-range financial assessment of General Fund revenues, expenditures, fund balance, and emergency reserves. The objective is provide early financial assessment, identify any significant issues to be addressed, is updated annually, and illustrates trends over the next 10 years based on a series of assumptions.

DISCUSSION

As a follow-up/next step to the LRFF, staff committed to the development of a Long-Range Financial Plan (LRFP). The LRFP is intended to manage the City's financial integrity, including through a recession, while maintaining the high level of services and providing funding towards critical infrastructure. It will assist in aligning financial capacity with long-term service objectives and will address key financial strategy areas including:

- Ensure adequate funding for designed services
- Manage ongoing operating expenditures
- Provide for pensions and other long-term obligations
- Provide for contingencies
- Provide for capital improvements
- Maintain sufficient cash flow

Long-Range Financial Plan considerations include:

- Staffing and employment costs
- Consideration of a two-year operating budget cycle
- Efficiencies achieved by shared services agreements
- Potential public/private partnerships
- Revenue increases

Over the past few months, City Manager Comelo and Assistant City Manager Mitts have engaged in conversations with Management Partners (now merged with Baker Tilly US, LLC) regarding the development of a comprehensive Long Range Financial Plan.

Baker Tilly, has provided the City with a proposal that will provide independent review of the existing LRFF, make recommendations to expand the existing LRFF to encompass the City's long-range capital investment needs, and address future operational needs. This will then lead into the identification of budget strategies, such as revenue enhancements and cost efficiency options, that will support the City's fiscal sustainability efforts to ensure that its operational and long-term capital infrastructure investment needs are funded.

This work will conclude with a presentation at the City Council and will include a report on a menu of budget/revenue strategy options that could be considered. Depending on Council feedback when the reports are presented, the City may engage Baker Tilly in an additional optional activity that will prepare detailed analysis on Council selected budget strategies. If it is determined the additional activity is desired, a contract amendment and budget adjustment will be brought to City Council for approval.

FISCAL IMPACT

The fiscal impact for the approval of the agreement is \$62,900. This amount was not included in the FY 2022-23 adopted budget and requires a budget adjustment of \$62,900 and use of General Fund fund balance of the same. Below is a summary of the impact on the Net Position:

General Fund Estimated Unassigned Net Position - 6/30/23	
Revised Estimated Unassigned Net Position	8,914,580
Percent of Expenses Based on Total Net Position	47%
WWTP Contingency (Interfund Loan, if needed)	(2,000,000)
Revised Estimated Unassigned Net Position	6,914,580
Percent of Expense Based on Total Net Position	37%

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Attachment 1 - PSA Baker Tilly US, LLC 102522 LRFP](#)

[Attachment 2 - Resolution -Baker Tilly Agreement](#)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on October 14, 2022, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Baker Tilly US, LLC (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Long-Range Financial Planning.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$62,900.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

SECTION 17 – LIMITATION OF LIABILITY

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

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

SECTION 18 – COOPERATION BY CITY

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

SECTION 19 – NOTICES

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

To City:	City Manager 1480 Main Street St. Helena, California 94574
To Consultant:	Baker Tilly US, LLC Nancy Hetrick, Managing Director Nancy.Hetrick@bakertilly.com 267 E. Campbell Ave., Suite 200 Campbell, CA 95008 1-408-385-3400

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

SECTION 20 – TERMINATION

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

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

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

SECTION 21 – ATTORNEYS' FEES

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

SECTION 22 – ENTIRE AGREEMENT

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

SECTION 23 – SUCCESSORS AND ASSIGNS

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

SECTION 24 – CONTINUITY OF PERSONNEL

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

SECTION 25 – DEFAULT

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

SECTION 26 – WAIVER

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

SECTION 27 – LAW TO GOVERN; VENUE

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

SECTION 28 – SEVERABILITY

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

SECTION 29 – THIRD PARTY BENEFICIARIES

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

SECTION 30 – STATUTES OF LIMITATION

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

SECTION 31 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



October 14, 2022

Baker Tilly US, LLP
267 E. Campbell Ave., Ste 200
Campbell, California 95008
+1 (408) 385-3400
bakertilly.com

Mr. Anil Comelo
City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

Dear Mr. Comelo:

Baker Tilly x Management Partners is pleased to provide this revised proposal based on Nancy Hetrick's and Steve Toler's meeting with you and April Mitts on October 10, and our follow up conversation with Ms. Mitts on October 13. We will assist the City of St. Helena by reviewing your long-range financial forecast, assessing capital and operational resource gaps, and identifying fiscally sustainable budget strategies that will support the City's ability to meet operational and capital investment needs. Our team members have provided similar assistance for a range of California cities and towns such as Windsor, Goleta, San Rafael, Tracy, Scotts Valley, San Leandro, and Hayward.

About Management Partners (now combined with Baker Tilly US, LLC)

As you know, Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. Since then, we have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.

Effective October 1, 2022, Management Partners merged with Baker Tilly US, LLC. The combination with Baker Tilly expands the array of services and resources available for us to best serve our local government clients. You will receive the same level of expertise, support and partnership you have come to expect from Management Partners.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. We are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

- *We Know Local Government.* Our associates have served in local governments, so we have a deep understanding of the operating and political environments in which you work.
- *We Take a Collaborative Approach.* We consider ourselves part of your team and strive to ensure our work supports your overall corporate strategy and goals.
- *We Have Extensive Experience.* Each of our more than 100 associates is an expert in one or more service areas, and our firm has assisted hundreds of jurisdictions in 42 states.
- *We Have Developed Proven Methodologies.* We understand the importance of a holistic approach to improving organizations, using field-tested methods for each aspect of the work.
- *Our Work Plan is Tailored to Your Needs.* Each of our projects is individually tailored to our client's unique needs, starting with a careful learning process.
- *We Take Pride in the Quality of Our Work.* Our internal processes ensure first-rate, complete staff work and adherence to the highest of ethical standards in public service.

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- *We Are Focused on Implementation.* As practitioners, our recommendations make practical sense and are able to be implemented.
- *We Provide a Full Suite of Services.* Management Partners' services include everything required to support local government leaders, including organization assessments, performance management, process improvement, strategic planning, and financial planning, budgeting, and analysis.

Understanding of the Engagement

The City of St. Helena, located in Napa County, is facing financial pressures like many other California municipalities. The City provides a range of services including planning and community improvement, police, fire (staffed with full-time and on-call firefighters), public works, water and wastewater utilities, and community services to a population of approximately 5,500 residents and numerous businesses.

As a part of the FY 2021-22 budget, the City completed the California Municipal Financial Municipal Health Diagnostic, a tool designed to assist agencies with a fiscal evaluation. The assessment indicated that out of 14 financial health indicators, 9 were ranked healthy, three ranked as caution, and two - Capital Asset Condition and Service Level Solvency - as warning. As indicated in the budget document, this diagnostic tool is meant to serve as a 'conversation starter' for addressing the City's fiscal health.

The City publishes in its budget document a long-range financial forecast for its General Fund that presents a ten-year forecast of revenue and expenditure trends. City staff also prepare a comprehensive 30-year capital improvement project (CIP) forecast to identify significant capital improvement investments ranging from roads, parks and facilities to water, wastewater and stormwater infrastructure. The City's water rates are currently being evaluated, and another consulting firm is updating the water rate model for consideration by the City Council in the early Spring of 2023. City leaders are concerned about how to maintain existing service levels given existing staff capacity and planned infrastructure investments, which will require additional funding to complete.

We understand you are seeking assistance to independently review the existing General Fund financial forecast model and recommendations to expand the model to encompass its long-range capital investment needs and address anticipated future operational needs. This will then lead to the identification of budget strategies such as revenue enhancements and cost efficiency options that will support the City's fiscal sustainability efforts to ensure that its operational and long-term capital infrastructure investment needs are funded.

Proposed Plan of Work

Based on our experience with financial modeling and fiscal sustainability planning, and our understanding of the needs of the City of St. Helena, we have prepared a plan of work to create a comprehensive analysis of revenue options available to the City. This framework is amenable to further refinements, based on your input.

Activity 1 – Start Project

We will begin the project by with a kickoff meeting with you, the Assistant City Manager, and others you may designate that will serve as the City's project team. The project start-up activity forms the foundation of the relationship between Management Partners' team and the City for this engagement. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned precisely to meet your goals. We will have provided a data request prior to this meeting and will review the material collected by staff to identify any other data needs. We will then finalize the workplan.



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Activity 2 – Gather Information

Next, we will initiate a careful learning phase to understand the City's current fiscal status and environment. We will review multi-year budget information, including such items as revenue sources and amounts, expenditure allocations, long-range CIP projections, reserves, budgetary reductions and cost shifts that have been made to date, the local community, the City's labor environment, and other relevant factors.

We will then review the current long-range financial forecast used to prepare the FY 2022-23 annual budget. We will rely on data used in preparing the financial forecast, which include the following:

- Revenue assumptions for the City's significant revenue sources, including tax revenues (e.g., property, sales, and gas taxes), franchise fees, development review fees, utility revenue and any other significant revenue sources.
- Expenditure assumptions for the City's significant expenditure categories, including salaries and benefits, services and supplies, capital outlay, debt service, interfund transfers, and the funding status of pension and other post-employment benefit obligations.
- Fund balance/reserves analyses and amounts restricted or assigned for specific purposes in accordance with City Council policy and/or generally accepted governmental accounting standards.
- Economic assumptions used in preparing the long-range financial forecast, including revenue growth trends, compensation and benefits increases (especially medical and pension projections), inflationary cost impacts, historical and future projected recessionary impacts, development activity, and regional economic environmental assumptions.

This activity will include a series of up to six interviews and/or meetings with various staff members including the City Manager, Assistant City Manager, and members of the City's leadership team to inform our review of the long-range fiscal model and to identify potential budget strategies to address the City's long-term fiscal health.

Activity 3 – Conduct Preliminary Fiscal Gap Analysis of Unfunded/Underfunded Needs

During this activity, we will conduct a preliminary fiscal gap analysis to determine potential unmet needs that pose a future threat to the City's long-range fiscal health and should be considered when seeking fiscal sustainability. We will rely on the City's 30-year comprehensive CIP analysis that was reviewed and approved by the City Council earlier this year. That analysis incorporates the outcome of various studies and analyses conducted by the City related to such assets as civic facilities, recycled water, stormwater, streets, water and wastewater infrastructure. The City also has readily available actuarial studies on its CalPERS and other post employment benefit (OPEB) liabilities upon which we can rely to determine the funding needs of those obligations

We will conduct up to three additional interviews with your Public Works Director, City Engineer, and managers from parks and facilities maintenance, to inform this part of our analysis.

With this information, we will review the needs identified by the City in its CIP and pension/OPEB obligation analyses, determine if the obligations identified is complete based on our interviews with staff, and compare these funding requirements to available and projected funding resources based on the City's long-range projections. These needs would then be incorporated into the City's financial forecasts. Including these unfunded or underfunded needs, even as broad estimates, will give City officials a more accurate picture of the City's future costs and financial outlook, and will help decision-makers gain a



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thorough understanding of policy issues related to maintenance standards, service delivery expectation, and funding options to address the fiscal gaps.

Activity 4 – Analyze Financial Forecast and Provide Recommendations about Reserve Levels and Expanding the Forecast

During this activity, we will analyze the data we have gathered through documents and interviews. We will identify any significant historical trends that may inform the forecast of revenues and expenditures and determine if the General Fund forecast incorporates a comprehensive set of assumptions affecting the City's financial capacity. This analysis will provide a sound basis for understanding the City's financial ability to fund services and capital investments. We will discuss the results of our analysis with you and the project team to solicit your feedback and determine if additional analysis or information is required to substantiate the City's current financial forecast.

A key component of any fiscal model is the assumptions relative to minimum and/or target reserve levels. In the case of the General Fund, a minimum/target operating reserve should be established appropriate to the nature and seasonal fluctuations of cash flows of its revenue sources. It should be based on the nature and level of operating expenditures in the fund. For other funds such as Enterprise Funds (e.g., water, wastewater), such reserves would typically encompass operating as well as capital improvement needs. We will analyze the City's various operating and capital funds and will provide recommendations regarding minimum/target reserve levels for each based on best practices and our experience with cities situated similarly to St. Helena's operations.

We will also provide recommendations on how to expand the City's financial forecasting tools to incorporate long-range capital asset investments that might be required outside of the existing ten-year window. We will not make any direct changes to the City's existing model, but instead will provide input into how the model should be changed to reflect those long-term financial needs.

As this activity concludes, we will incorporate our analysis of unfunded/underfunded obligations from Activity 3 and rely upon City staff to generate updated long-range financial forecasts that include an updated view of the fiscal needs the City has relative to funding operational and capital investments during the forecast period. We will review the City's updated/expanded forecast tools and provide coaching to City staff in finalizing those forecasts.

Any fiscal gaps that exist based on the updated forecast will be used as the basis for identifying the magnitude of the fiscal need and will serve as the basis for informing our analysis in the next activity regarding revenue and other financing options to address those needs.

Activity 5 –Analyze Data and Prepare Matrix of Budget Strategies

Based on the results of Activities 3 and 4, we will identify historic trends and review the revised forecast, giving a comprehensive perspective of the factors affecting the financial capacity of the City. This analysis will provide a sound basis for understanding the City's financial ability to fund services during the next ten years. It will serve as a starting point for understanding the revenue/expenditure gap that will need to be solved in developing a fiscal sustainability plan.

As we analyze the data and input gathered, and have a revised long-range forecast, we will identify budget optimization opportunities for the fiscal sustainability plan. As part of this analysis, we will:

- Assess the strategies used to-date to ascertain which have been most effective in reducing costs and increasing revenues, and

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- Identify budget balancing approaches that are being used by other municipalities in California and throughout the United States that may be appropriate for St. Helena.

Since we work with many cities, we have a robust knowledge base of alternative approaches that are being applied successfully in the current economic environment.

Identify Strategies. To organize our work, we will develop independent strategies grouped in three primary dimensions. When taken together, they comprise a range of alternatives for closing the deficit gap and creating a stabilized and sustainable budget that focuses on maintaining existing service levels and addressing capital investment needs. They are:

1. **Revenue Enhancements.** This involves identifying new revenue sources or enhancing/increasing existing revenue sources based on best practices and comparisons with neighboring communities.
2. **Expenditure Controls and Cost Shifts.** This refers to strategies that cap or save expenditures by shifting costs either to other funds or to other service providers to reduce the cost of services borne by the City.
3. **Capital Investment Strategies.** This includes identifying options to reduce the lifecycle costs for implementing various capital improvement projects through analyses of pay-as-you-go versus debt financing strategies, value engineering efforts to reduce costs, and project deferrals through enhanced maintenance.
4. **Service Delivery Model Changes.** This includes looking at alternative, lower-cost service delivery approaches, such as shared services, outsourcing or insourcing with other agencies, public/private partnerships, and contracting for services with private-sector service providers.

Since we assume that preserving service levels is a priority, our analysis will focus on the strategies identified above. To the extent that the combination of the three categories above is insufficient to address any noted fiscal gaps, we will identify potential high-level impacts that would need to be understood by decision-makers and stakeholders if establishing a sustainable balance between revenues and expenditures is not possible.

Prepare Matrix. Following our analysis of the data, we will develop a preliminary matrix of short- and long-term strategies to eliminate any identified structural fiscal gap. The initial matrix will be organized into the categories established above. It will include estimated timeframes (short- vs. long-term) and expected order-of-magnitude financial results.

We will meet with you and the project team to present our preliminary matrix of strategies. During this meeting, we will receive feedback and answer questions that will assist in identifying strategies to be analyzed in greater detail.

Activity 6 – Report Results

We propose to report our results in two phases, as described below.

Phase 1 – Presentation at the City Council Goal-Setting Workshop

To inform the City Council's planned goal-setting workshops in January 2023, we will prepare a slide deck presentation that will encompass three primary areas:

1. Overview of the existing financial forecasts that were presented as part of the FY 2022-23 annual budget adoption.



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2. High-level summary of the work we performed that led to the updated and expanded financial forecasts prepared by the City, including the potential fiscal gaps that exist in funding the City's operating and capital needs over the next ten years.
3. Overview of budget strategy options that may require consideration to address those fiscal gaps. This overview will not present detailed analysis and recommendations of the budget strategies identified in the Budget Strategies Matrix in Activity 5, but rather will present an overview of the types of budget strategies that would need to be considered to address fiscal gaps in the long-range forecasts.

Phase 2 – Report and Presentation on Budget Strategy Options

Next, we will prepare a project report that encompasses the analysis of various budget strategies that will address the long-term fiscal health of the City in addressing its capital and operational needs. The report will include the following:

- **Overview of Budget Strategies Identified and Budget Strategy Packages.** We will provide an overview of each of the strategies identified in Activity 5 above. They will be categorized as indicated in Activity 5, and include a summary description, the estimated fiscal impact, and brief comments regarding implementation considerations.
- **Scenario Packages.** The strategies will then be grouped into various scenario packages for consideration, ranging from revenue-centric to expenditure-focused and various combinations in between. This will assist decision-makers in considering and deciding on the right blend of revenue and expenditure options to be exercised as part of a fiscal sustainability plan.

We will present this project report to you and the project team for feedback. If additional analysis is needed, we will conduct it following that meeting. We will then finalize the memorandum and prepare a slide deck for presentation at a Council meeting that can be used to inform the FY 2023-24 budget adoption process.

Optional Activity – Prepare Detailed Analyses of Selected Budget Strategies

The budget strategies in Activity 6 will be presented as a high-level overview. As an optional activity, we could perform a detailed analysis of up to 15 strategies selected by the City that offer the greatest potential for reducing the fiscal challenges indicated above. We would then identify the following information for each strategy:

- Description and rationale,
- Estimated fiscal impact,
- Potential for success using an evaluation matrix based on fiscal impact and implementation factors,
- Implementation schedule (short- vs. long-term), and
- Any one-time costs for implementation.

We will take care to qualitatively weigh the importance of various implementation barriers, using the evaluation matrix indicated above. Such barriers could range from relatively simple changes in policies or procedures to more complex contract, organizational or policy changes. The differences in barriers are likely to dictate both the timeframe and the priority for each strategy, as well as the degree of difficulty to implement.

If this optional activity is desired, the detailed analysis would be conducted as part of Activity 6 and incorporated into the final report as an attachment.



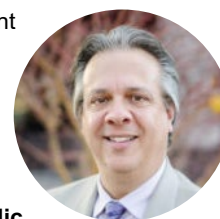
City of St. Helena
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Project Team

Baker Tilly x Management Partners has a strong project team that is well-qualified to complete this work for the St. Helena. Steve Toler will serve as project director, overseeing the substantive work of the project with responsibility for reviewing and approving all deliverables. Sam Lieberman will serve as project manager and will be responsible for execution of the project. They will be assisted by Nancy Hetrick, John Stufflebean, Craig Bronzan, Steve Mermell and Jessica Oliphant. Brief qualifications for each team member are summarized below.

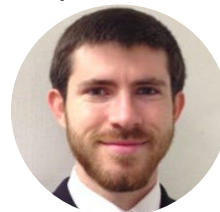
Steve Toler, Director

- Experienced in **budgeting and revenue forecasting**, financial management and reporting, accounting, purchasing, information technology management, **water and wastewater rate modeling**, **regional shared services planning**, organizational development and training, **labor relations and negotiations**, business continuity planning, risk management, economic development and redevelopment, **tax ballot measures**, and public engagement.
- Joined our team after spending **nearly 20 years in local government public service** working for the cities of Cupertino, Foster City and Millbrae, California.
- Has led over a dozen **fiscal planning efforts for cities and special districts**. These have all involved the construction of interactive **fiscal models**. The models include a dashboard which quickly displays key fiscal indicators such as fund balance, annual deficit or surplus and where all key assumptions are displayed and can be varied.
- As **budget director** of Foster City, he implemented collaborative approaches with departments to prepare their **operating budgets and five-year financial plans and capital improvement plans**. He performed the personnel, services and supplies, and capital outlay analyses required to ensure a more realistic need for budgeted resources to help departments achieve the City Council's goals.
- Serves clients across the Pacific Northwest and West Coast, including recent fiscal model and sustainability planning engagements for the cities of El Cerrito, Scotts Valley, Tracy, Union City, the town of Windsor, and the Hayward Area Recreation District in California, as well as the city of Tigard, Oregon and the cities of Newcastle, Kenmore and Sammamish in King County, Washington.



Sam Lieberman, Senior Manager

- Conducts **complex financial and operational analyses** to support many different types of clients including organization reviews, process improvement studies, service sharing projects, and financial planning and budgeting studies.
- **Facilitates strategic planning and process improvement workshops, develops and analyzes strategic planning community input surveys** and employee satisfaction and internal services surveys, conducts research and analyses, assists in the development of performance measurement systems, and directs benchmarking research.
- Assisted with the **development of fiscal forecasting models** for Scotts Valley and Hayward Area Recreation District in California; Montgomery, Ohio; Portland Community Reinvestment Initiatives, Oregon; Sunbury, Pennsylvania; and Sammamish, Washington.



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- Co-authored an article on **how government can take advantage of data analytics programs** that appeared in *PM Magazine*.

Nancy Hetrick, Managing Director

- Experienced local government professional with over 25-years of **local government and consulting experience**.
- Has successfully completed hundreds of consulting engagements for local government clients including in the areas of strategic planning, organization design, workforce and succession planning, performance management, and all forms of teambuilding.
- Seasoned facilitator with **expertise in teambuilding, strategic planning, and governance engagements for both appointed and elected teams**.
- Worked for the County of San Mateo where she oversaw budget and administrative activities of the criminal justice departments and led the countywide Outcome-Based Management program on behalf of County leadership.
- Certified to administer the **Myers-Briggs Type Indicator (MBTI), DiSC, and other assessment tools**.



John Stufflebean, External Consultant

- More than 36 years of experience** in local government, including 24 years as a department head, **primarily in public works**.
- Served as **director of environmental services for the cities of Sunnyvale and San Jose**, California, overseeing wastewater collection and treatment, water supply, watershed protection, waste management, environmental policy, and the business administration of the utilities.
- Supervised a staff of **more than 500 employees in San Jose and an annual budget of \$250 million**. In Sunnyvale supervised a staff of 115 with an annual budget of \$125 million.
- Also served as **director of environmental management** for the City of Kansas City, Missouri; **director of solid waste management** in Maricopa County, Arizona; and solid waste manager in Pima County, Arizona.
- After retiring from the City of Sunnyvale in 2016, served as a **sustainability consultant** to four organizations in Australia. **Registered professional engineer**.



Craig Bronzan, External Consultant

- More than 36 years of full-time experience in **parks, recreation, and community services**.
- Since joining our team, Craig has helped complete **organization assessments**, provide **management services**, advise on **contracting** for park and recreation services, and develop **strategic plans** related to recreation, parks and community services. He provides **coaching and mentoring assistance** to agencies and staff members related to professional growth.
- Started his career in the City of Escalon where he served as the first **recreation director**. He was then hired by the City of Turlock and spent over 14 years being responsible for traditional park



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and recreation services and programs, including the Parks and Recreation and Arts Commissions. When the parks and recreation function was merged into the Police Services Department, Craig became responsible for prevention services, neighborhood associations, animal control, grants, code enforcement, the Police Activities League, and the records division as Custodian of Records.

- Craig then became **parks and recreation director** for the City of Brentwood, with an annual budget of over \$17 million and 26 full-time staff and over 200 part-time/seasonal employees. During that time, he was responsible for the **construction of 58 parks, a full aquatic complex, a 38-acre sport facility, two community centers, a dog park, a skate/BMX park, five joint use gymnasiums** with the two local school districts, and a **joint use Olympic size aquatic facility** at Heritage High School.
- Among the **jurisdictions he has assisted** are the County of Monterey; Hayward Area Recreation and Park District (HARD); Mid-Peninsula Open Space District; the California cities of Stockton, Tracy, Riverside, Benicia, San Jose, Mission Viejo, San Luis Obispo, Scotts Valley and Chula Vista; and Oakland Park, Florida.
- Craig has been active and served on **policy boards of the California Park and Recreation Society**, National Recreation and Park Association, and the League of California Cities Community Services division. He is also a former two-time chair of the **Pacific Southwest Maintenance Management School** and continues to serve in a Regent Emeritus capacity with the school.

Steve Mermell, External Consultant

- More than 30 years of local government experience, including service as a **city manager, assistant city manager, finance director**, as well as a variety of other management positions.
- Expert in **local government financial management**; developed and implemented **strategies to address structural budget deficits**. Developed a **funding plan** to address a \$150 million unfunded pension liability. During the 2009 financial crisis, managed the **refinancing of \$270 million in auction-rate certificates**.
- Successfully obtained **voter approval for tax measures** related to an increase in local sales tax, cannabis regulation and taxation, a special tax to support library operations, and continuation of annual transfers from power utility fund to the city's general fund.
- As assistant city manager restructured the Pasadena Public Health Department; eliminated millions of dollars of annual losses by shifting clinical programs to non-profit partners while improving service delivery. As city manager oversaw departments' responses to the COVID-19 pandemic.



Jessica Oliphant, Consultant

- Experienced in many facets of local government management, including **budget preparation and analysis**, process improvement, community engagement, and understanding the fiscal impacts of policy changes.
- Served as a budget analyst in the Finance Department of the City of Kansas City, Missouri and was a Cookingham-Noll City Management Fellow in Kansas City's City Manager's Office. **Duties included analyzing large fiscal datasets, developing fixed cost rates,**



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analyzing historical budget trends, and improving the process of applying to the City's Board and Commissions.

- Assisted with the **development of fiscal forecasting models** for the Hayward Area Recreation District and town of Windsor in California, and the city of Sammamish, Washington.
- Won an All-America City award based on her research of innovative programs in response to the Covid-19 pandemic.
- Also served in the AmeriCorps VISTA program, as a research assistant examining management techniques, and as an intern in the ACLU's Women's Rights Project.
- Received a master's degree in public administration from New York University's Wagner Graduate School of Public Service and a Bachelor of Arts degree in public policy, also from New York University.

Our Experience and Qualifications

The following list shows jurisdictions that we have assisted in the recent past with financial planning and budgeting. In addition, our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions in 42 states. You are welcome to contact any of them about our performance.

▪ Albany, California	▪ Kenmore, Washington
▪ Ashland County, Wisconsin	▪ Loveland, Ohio
▪ Brentwood, California	▪ Malibu, California
▪ Clark County, Nevada	▪ Maricopa County, Arizona
▪ Cloverdale, California	▪ Mercer Island, Washington
▪ Concord, California	▪ Midpeninsula Regional Open Space District, California
▪ Coronado, California	▪ Monte Sereno, California
▪ Crestview Hills, Kentucky	▪ Morro Bay, California
▪ Daly City, California	▪ Murrieta, California
▪ Davis, California	▪ New Orleans, Louisiana
▪ Dublin, California	▪ Newcastle, Washington
▪ East Palo Alto, California	▪ Orange County, North Carolina
▪ El Cerrito, California	▪ Oxnard, California
▪ El Monte, California	▪ Paradise, California
▪ Fullerton, California	▪ Piqua, Ohio
▪ Gallup, New Mexico	▪ Richmond, California
▪ Garden Grove, California	▪ Riverside, California
▪ Gateway Cities Council of Governments, California	▪ Ross, California
▪ Gilroy, California	▪ Sammamish, Washington
▪ Hayward Area Recreation District, California	▪ San Bernardino, California
▪ Hayward, California	▪ San Leandro, California
▪ Healdsburg, California	▪ San Rafael, California
▪ Huntington Beach, California	▪ Santa Clara County Housing, California
▪ Independence, Missouri	▪ Santa Cruz, California
▪ Kansas City, Missouri	▪ Santa Rosa, California
	▪ Scotts Valley, California

References

We would be happy for you to contact any of our clients and have selected those below as examples of projects with similarities to what St. Helena is seeking.

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Town of Windsor, California ⇒ Revenue Measure Analysis

Management Partners was previously engaged to prepare a long-range financial forecast and to assist the Council in determining a path forward to address an ongoing \$1.2 million fiscal gap in their General Fund that needed to be corrected by FY 2025. The Council chose to pursue various revenue strategies to solve the gap. The Town engaged us to assist in conducting an in-depth analysis of the viability of the various revenue strategies identified, including such measures as local sales tax, utility users tax, transient occupancy tax, business license tax, cannabis excise tax, and establishing a community facilities district. Our work included independent analysis of the various revenue strategies, and engagement of community and business leaders to understand perspectives on the viability of the various revenue measures. We also partnered with two other consultants that conducted polling and provided election measure advisory services.

As a result of our analysis of the six revenue measures we were asked to analyze, it became clear that the sales tax and utility users tax strategies would be able to address the fiscal gap. The Council reviewed the analysis, which helped inform them as to which measures to pursue. The separate consulting firms conducted the polling, which indicated that it would be wise for the Council to defer including the measure on the ballot until after the 2022 general election to see how the Town would fair upon exiting the COVID-19 pandemic. The Town will conduct further engagement in the community based on the work we conducted to determine a path forward to addressing its fiscal sustainability needs.

Contact: Ms. Jeneen Peterson, Administrative Services Dir.
9291 Old Redwood Highway, Windsor, CA 95492
707) 838-5003
jpeterson@townofwindsor.com

City of Goleta, California ⇒ Business License Tax Review, Analysis and Redesign

Management Partners was engaged to conduct a business license study to evaluate and identify options to update an outdated business license tax structure that was inherited from the County of Santa Barbara when Goleta incorporated. The project involved conducting comparative research of other agencies in the region, analyzing the City's business sectors for employment and gross receipts data, and engaging stakeholders. Management Partners evaluated several business license tax models ranging from gross receipts and employee-based models, a hybrid of the two, and a flat fee structure.

The Council decided to proceed with a flat-fee structure that varied based on business type. It was ultimately approved by voters.

Contact: Mr. Dan Singer (former Goleta City Manager)
Interim City Manager, City of Santa Paula
970 Ventura Street, Santa Paula, CA 93060
(805) 708-0045
CityManager@spcity.org

City of Hayward, California ⇒ Real Property Transfer Tax Analysis and Design

Management Partners developed a long-term fiscal model for the City of Hayward that included both a 10 and 20-year forecast. We also worked with City staff to develop budget strategies to offset a structural budget deficit and restore financial stability. One of the key strategies analyzed during the project was the opportunity for Hayward, as a charter city, to increase its local real property transfer tax and take advantage of a thriving real estate market. Comparative research was performed on other agencies within



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Alameda County. It revealed that Hayward's tax rate was more than 30% below the average in the County.

We designed a tax rate that would help the City achieve fiscal sustainability. Based on our work, the Council chose to proceed with an increase in the tax rate from \$4.50 to \$8.50 per \$1,000 property sales price, which was approved by voters in November 2018.

Contact: Ms. Kelly McAdoo, City Manager
777 B Street, 4th Floor, Hayward, CA 94541
(510) 583-4305
kelly.mcadoo@hayward-ca.gov

Hours, Cost and Timeline

We anticipate devoting 308 hours of consulting assistance to complete the plan of work described above. We anticipate that all meetings and presentations will be conducted using videoconference technologies, except the presentation during the City Council goal setting workshop in late January/early February, which would be conducted in person.

The total cost of this project is \$62,900, which includes all fees and expenses. If the optional activity of performing detailed analyses of selected budget strategies is desired, an additional 40 hours would be added to the project at an additional cost \$8,000, increasing the total cost of the project to \$70,900. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

We anticipate starting this project on or about November 1, 2022, and presenting the overview to the City Council at their goal-setting workshop estimated to occur in late January or early February 2023 (subject to scheduling under that separate project). The final project report would be provided to the Council no later than their last regular meeting in February 2023. The table below provides the hours, costs and timeline associated with each activity.

Activity	Hours	Cost	Timeline
1 – Start Project	26	\$ 5,500	Early November 2022
2 – Gather information	60	11,500	November to early December 2022
3 – Conduct Fiscal Gap Analysis of Unfunded/Underfunded Needs	41	7,900	December 2022 to early January 2023
4 – Analyze Financial Forecast and Provide Recommendations on Reserve Levels and Expanding the Forecast	49	9,500	December 2022
5 – Analyze Data and Prepare Matrix of Budget Strategies	71	14,500	December 2022 to late January 2023
6 – Report Results	61	14,000	Mid-January to February 2023
Total of Activities Above	308	\$62,900	
Optional Activity – Prepare Detailed Analysis of Selected Budget Strategies	40	8,000	January to early February 2023
Total – Including Optional Activity	348	\$70,900	



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Conclusion

We appreciate the opportunity to provide this proposal for your consideration. Please contact me if we can answer any questions you may have about the scope of work.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP

Accepted for the City of St. Helena by:

Name: _____

Title: _____

Date: _____

Is the optional activity to prepare a detailed analysis of selected budget strategies
desired for \$8,000? Yes [] No ☐

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2022 Baker Tilly US, LLP.

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CITY OF ST. HELENA

RESOLUTION NO. 2022-

APPROVING: (1) AN AGREEMENT WITH BAKER TILLY US, LLC IN AN AMOUNT NOT-TO-EXCEED \$62,900 FOR LONG-RANGE FINANCIAL PLANNING, (2) A BUDGET INCREASE OF \$62,900 TO 101-4200-2145, AND (3) USE OF GENERAL FUND BALANCE OF \$62,900.

RECITALS

- A. Recognizing the deterioration of the City's assets, the City Council set in motion a series of studies, working committees, and reports to categorize assets, provide cost estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets; and
- B. Combined, there is an estimated \$155 million in CIP projects identified over the next 30-years in the following categories: Streets, Stormdrain, Water, Wastewater, and Civic infrastructure; and
- C. Similar to infrastructure, there has been long-term neglect as it relates to City staffing which has ultimately resulted in employee turnover and low morale. Many are aware of the difficulties in hiring a great workforce and government officials know they lag behind the private sector in some respects; and
- D. While monetary compensation is a factor another factor includes right-sizing the organization to provide excellent customer service and have the right staff in place to accomplish the City Council directed goals and workplan, which includes staffing to oversee the many infrastructure projects noted above; and
- E. It is recognized that funding is needed to address both infrastructure and staffing deficiencies; and
- F. On May 31, 2022, the City's Long-Range Financial Forecast (LRFF) was presented to the City Council. The LRFF provides current and long-range financial assessment of General Fund revenues, expenditures, fund balance, and emergency reserves; and
- G. As a follow-up/next step to the LRFF, staff committed to the development of a Long-Range Financial Plan (LRFP). The LRFP is intended to manage the City's financial integrity, including through a recession, while maintaining the high level of services and providing funding towards critical infrastructure; and

- H. Over the past few months, staff has engaged in conversations with Management Partners (now merged with Baker Tilly US, LLC) regarding the development of a comprehensive Long Range Financial Plan; and
- I. Baker Tilly, has provided the City with a proposal that will independently review the existing LRFF, make recommendations to expand the existing LRFF to encompass the City's long-range capital investment needs and address future operational needs. This will then lead into the identification of budget strategies, such as revenue enhancements and cost efficiency options, that will support the City's fiscal sustainability efforts to ensure that its operational and long-term capital infrastructure investment needs are funded; and
- J. Baker Tilly has represented that they have the necessary expertise, experience, and qualification to perform the required duties; and
- K. The City desires to enter into a professional services agreement with Baker Tilly to provide Long-Range Financial Planning services.

RESOLUTION

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

- 1. The City Council approves the Agreement with Baker Tilly US, LLC for a total not to exceed amount of \$62,900; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on October 25, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Conduct second reading and proposed adoption by title only and waive further reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

CEQA Determination: The City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur.

Prepared By: Maya DeRosa, Community Development Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On October 13, 2020, the St. Helena City Council approved Resolution No.2020-100 approving a Use Permit and Design Review for a 65-room hotel. Additionally on October 13, 2020, the City Council introduced Ordinance No. 2020-9, approving a Development Agreement for the subject lodging project and authorized its execution, and adopted that Ordinance on October 27, 2020. The ordinance became effective on November 26, 2020.

Subsequent to these approvals and with the passage of time and conversations about how to address storm water infrastructure, the City found a superior alternative way to address storm drainage from the project. Please refer to the Project Description below for the details of the change.

The Planning Commission considered the proposed Development Agreement Amendment and Use Permit Amendment on September 29, 2022 and voted (4-0) recommending approval to the City Council.

On October 11, 2022 the City Council unanimously approved the following actions:

1. Find that none of the conditions specified in State CEQA Guidelines section 15162 require the preparation of a subsequent or supplemental EIR or MND and no additional environmental review is required; and
2. Introduce and waive first reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane; and
3. Adopt the attached resolution making specific findings and approve a Use Permit Amendment for the LMR Destinations LLC lodging project at 1000 Mills Lane.

DISCUSSION

PROJECT DESCRIPTION

Amendment to the Development Agreement and Use Permit for the Long Meadow Ranch Lodging Project – 1000 Mills Lane

The City and developer desire to amend certain provisions of the Development Agreement with respect to certain outstanding obligations of Developer under the Development Agreement. The current Development Agreement provides that the Developer would construct Storm Drain Improvements that would extend along Mills Lane and would ultimately discharge into the Napa River. These Storm Drain Improvements were contemplated in the Highway 29 Specific Plan as a means to provide storm water drainage for future development in the Specific Plan area, and were included in the Development Agreement as an additional commitment that the developer agreed to assume in exchange for the vested development rights provided for in the Development Agreement. However, these Storm Drain Improvements are not needed at this time and are not required for this project. The project is designed so that storm water from up to a ten year storm event (i.e., the most severe storm that is likely to occur in a ten year period) would be collected on the project site and infiltrated through underground infiltration chambers maintained as part of the project. If the Storm Drain Improvements are not built, storm water from rains in excess of a ten year storm event can flow into an infiltration system that will be included within the Mills Lane right of way as part of the realignment of Mills Lane. The infiltration system will essentially be a trench that runs adjacent to Mills Lane, and will be designed at a size that will allow it to detain any excess storm water from the project site up to a twenty-five year storm event. Any storm water that would be detained in this infiltration system would then infiltrate into the ground. This is consistent with the storm drainage plan for the project as originally planned, in that the project currently contemplates that storm water inlets from the site into the storm drain would be designed for 25 year storm water flows, and storm water from more severe storm events would flow over land. This change simplifies the storm water infrastructure for this project significantly, and allows for infiltration of storm water runoff from the project. Any savings that the developer receives due to the removal of the requirement to contribute to the cost of the Storm Drain Improvements will instead be put toward the City's cost of developing its recycled water system, or other water conservation measures as deemed appropriate by the City.

The applicant is requesting approval of a Development Agreement Amendment in order to reflect the revised approach to addressing storm drainage from the project site and the additional monetary contribution toward the City's future recycled water project or other water conservation measures. The Development Agreement Amendment also makes changes to the timing of completion of the recycled water improvements and adds clarifying language regarding reimbursement of certain developer costs in developing public improvements for the benefit of the City, as further described below. Lastly, a Use Permit Amendment is also requested in order to update the previously approved conditions of approval that relate to the storm drain.

No changes to the hotel or onsite amenities is proposed by this request.

ANALYSIS **CEQA**

In accordance with the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (IS/MND) (SCH No. 2020050553) was prepared for the project. The document contains a description of the proposed project, an analysis of potential environmental impacts resulting from the proposed project, as well as mitigation measures intended to reduce potentially significant impacts to less-than-significant levels.

In particular, the IS/MND found that although the proposed project would generate potentially significant impacts related to air quality, biological resources, cultural/tribal resources, hydrology, noise, public services, traffic/transportation, and utilities/service systems, but through the implementation of mitigation measures, all potentially significant impacts would be reduced to less than significant levels. On October 13, 2020, City Council adopted the IS/MND and the Mitigation Monitoring and Reporting Program (MMRP), and approved the project.

On the basis of the whole record, including the IS/MND and MMRP, the City has determined that the minor modifications made to the infrastructure conditions of approval and development agreement terms for the Farmstead property are consistent with the MND and MMRP previously prepared and adopted for the Project on October 13, 2020 and would not result in new impacts or any substantial changes to any significant effects previously identified. Specifically, substantial changes are not proposed in the Project that would require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects have not occurred; new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Mitigated Negative Declaration was adopted, as applicable, showing any of the following, has not come to light: (i) that the Project would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the

applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those previously analyzed would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt. Thus, based on these findings and all evidence in the record, the City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur and no additional environmental review is required.

GENERAL PLAN

The nature of this project amendment does not result in any changes to the prior determination that the project is consistent with the adopted 2019 General Plan.

Staff Response: The General Plan requires developer to provide adequate drainage improvements and detention to mitigate storm runoff from the site to the nearest major water way, and require that post-project runoff be limited to pre-project peak flow rates for five year and ten year storms. Developer will still satisfy these standards through the on-site detention included in the design of the project and inclusion of the infiltration system.

HIGHWAY 29 SPECIFIC PLAN

In February 2005, the City adopted the Highway 29 Specific Plan, which outlines circulation changes, roadways extensions, traffic signal installations, and streetscape improvements along the State Route 29 corridor west of the Sulphur Creek Bridge. This project is located within the Highway 29 Specific Plan.

Staff Response: The project, including the proposed amendments to the Development Agreement and Use Permit, remains consistent with the objectives of the Highway 29 Specific Plan. The only substantive change to the project for the developer to provide for the infiltration system rather than the Storm Drain Improvements. The Specific Plan specifically allows for temporary use of storm water detention or retention facilities to address storm water runoff at the discretion of the City Engineer. City staff believes that the infiltration system is an appropriate means of storm water management for this project.

ZONING

The lodging project parcel has zoning designations of Service Commercial (SC) and Twenty-Acre Agriculture (A-20).

The SC designation provides for service and retail uses, restaurants, service stations, motels, public and quasi-public uses, and similar and compatible uses. The designation is intended primarily for service and retail uses that are automobile-oriented or whose operational characteristics and space needs are not considered appropriate for the Central Business District. The A-20 designation provides for agricultural and residential uses. With the exception of those hillside areas designated woodlands and watershed, and wineries designated winery, all lands outside the urban limit line are designated A-20

regardless of their size or use. The purpose of the A-20 district is to promote and implement the policies of the general plan to preserve agricultural land uses and provide for future orderly development as the urban limit line is adjusted to accommodate urban growth.

Staff Response: Pursuant to SHMC Section 17.52.030, a use permit was approved by the City Council in October 2020 to allow a new hotel in the SC district. No changes are proposed to the building site plan and therefore no changes to consistency with development standards.

USE PERMIT / USE PERMIT AMENDMENT

As noted above, SHMC Section 17.52.030 requires use permit approval for the establishment of a new hotel in the SC district. The purpose of a use permit is to allow the proper integration of essential or desirable uses which may be suitable only in certain locations or zoning districts in the City, or to ensure that such uses are designed or arranged on the site in a particular manner. The Resolution No. 2020-100 for the Use Permit included conditions of approval for the storm drain which need to be amended to be consistent with the amended development agreement. There is no change proposed to the hotel and how it will operate. The attached resolution notes in redline revised condition numbers 32, 40, 44, and 67.

In its review of applications for use permits, the Planning Commission shall evaluate each proposed use in order to consider its impact on the City. Pursuant to Municipal Code Section 17.168.050, no use permit shall be granted unless the following findings can be made:

1. That the proposed use would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community.
2. That the proposed use would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties or uses.
3. That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan.
4. That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection.
5. That the proposed use would provide adequate ingress and egress to and from the proposed location.
6. That allowing the proposed use would not conflict with the City's goal of maintaining the economic viability of a local serving economy.
7. That the proposed use would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located.
8. That the proposed use would not be in conflict with the City's General Plan.
9. That the proposed use would not be injurious to public health, safety, or welfare.
10. That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan.

11. That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available.
12. That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use.

Staff Response:

Staff finds that the amended conditions of approval meets and/or complies with the required findings to approve a use permit amendment for the lodging project. The findings included in the attached resolution identify this compliance.

DEVELOPMENT AGREEMENT

A development agreement is a land use tool that is authorized and governed by Government Code Section 65864 et seq. and SHMC Chapter 17.156. Development agreements are voluntary, negotiated agreements entered into between an applicant and the City, pursuant to which the Developer may secure vested rights to develop their property under the rules in place at the time of their approval. In exchange for granting these additional vested rights, the City can negotiate to require the Developer to provide additional community benefits to the City in excess of what the City could require through the normal entitlement process. SHMC Chapter 17.156 requires that the Planning Commission hold a public hearing to consider the Development Agreement and amendments to the Development Agreement and following the public hearing make a recommendation to the City Council on whether to approve the Development Agreement or the Amendment, including making a determination whether the development agreement proposed:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- C. Is in conformity with public convenience, general welfare and good land use practice;
- D. Will be detrimental to the health, safety and general welfare;
- E. Will adversely affect the orderly development of property or the preservation of property values. The recommendation shall include the reasons for the recommendation; and
- F. Will have a sufficient water supply for subdivisions pursuant to the requirements of Government Code Section 66473.7 [*Note: This last finding applies to residential subdivisions of 500 or more lots and therefore is not applicable to this Project*].

Section 17.156.090 (Decision by City Council), sets the following requirements for the City Council's consideration of the development agreement:

- G. After the City Council completes its public hearing, it may accept, modify or disapprove the recommendation of the planning commission. It may, but need not, refer matters not previously considered by the Planning Commission during its hearing back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the city council.

- H. The City Council may not approve the development agreement unless it finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.
- I. If the City Council approves the development agreement, it shall do so by the adoption of an ordinance. After the ordinance approving the development agreement takes effect, the City may enter into the agreement.

Staff Response: As noted in the Background section of this report, the Farmstead Lodging project Development Agreement became effective on November 26, 2020. As the amendment to the Development Agreement involves a change in the monetary contributions by the Developer related to the infrastructure, it meets the definition of a “Major Amendments to Agreement” noted in Article 8.2 of the approved Development Agreement. A Major Amendment requires a public hearing before the Planning Commission and City Council and thus is one of the requested action items discussed in this report. There are two primary areas of revision to the approved Development Agreement (DA):

STORM DRAIN AMENDMENTS

Key components of the changes to the DA include:

- a. *Requirement to construct and contribute to the cost of the Storm Drain is deleted.*
- b. *In place of constructing the storm drain, stormwater from the hotel project in excess of 10 year flows would drain into an infiltration system that would be constructed in the City right of way adjacent to Mills Lane.*
- c. *The Developer is fully responsible for the design and construction of the stormwater infiltration system improvements.*
- d. *Exhibit G has been replaced and renamed “Alignment of Infiltration System Improvements”*

RECYCLED WATER IMPROVEMENT AMENDMENTS

Key components of the changes to the DA include:

- e. *The timing of the deadline to construct the recycled water pipe has been extended to November 1, 2024 (previously November 1, 2022).*
- f. *A new section of the DA (7.3.5) describes an additional contribution by the developer to the cost of the recycled water improvements or other water conservation measures. The developer is required to pay the City an amount equal to the difference between the developer’s share of the cost of the Storm Drain improvements, and the cost of construction of the infiltration system improvements. The funds paid to the City will be used for the Recycled Water Project or if the Recycled Water Project does not move forward, for other water conservation measures.*

The Amendment also clarifies certain provisions related to the reimbursement of costs incurred by the developer for public improvements to be constructed in connection with the project. The Development Agreement requires the developer to pay for the construction certain improvements (including the realignment of Mills

Lane and the installation of recycled water pipe in the Mills Lane right of way), even though developer is only partially responsible for the cost of these improvements. The proposed amendment includes certain edits to make clear that the cost of construction includes planning, design and management of the construction of those public improvements, and that developer will be eligible for reimbursement of those related costs in excess of developer's proportionate share, and to provide for review and approval by the City Engineer of any contracts for such costs to ensure that the expenses incurred by developer are appropriate.

Lastly, City staff is recommending one additional provision to be included in the Development Agreement amendment, which has been negotiated with the Developer since the Planning Commission hearing. City staff is recommending the addition of a new requirement that Developer pay to the City the amount of \$50,000 for the purpose of offsetting costs that the City has incurred in conjunction with the planning and pursuit of regulatory approval for the Storm Drain Improvements and development of this Amendment, including but not limited to legal, staff and consultant costs incurred by the City. The Developer will pay this amount within 180 days of the effective date of the Development Agreement amendment, with authority granted to the City Manager to reasonably extend the payment deadline for not more than 90 days.

The Development Agreement amendment is consistent with SHMC Chapter 17.156 in that the infrastructure changes are consistent and do not preclude full implementation of the adopted General Plan and Highway 29 Specific Plan, does not make any change to compatible uses in the zoning districts, is in conformance with public convenience, general welfare and good land use practice, will not be detrimental to the health, safety and general welfare, and will not adversely affect the orderly development of property or the preservation of property values.

FISCAL IMPACT

There is no new fiscal impact to the City by the implementation of the Farmstead Hotel Development Agreement Amendment.

RECOMMENDED ACTION

Conduct the second reading and adopt by title only and waive further reading of an Ordinance approving a Development Agreement Amendment between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

ATTACHMENTS

[First Amendment to Development Agreement \(Farmstead\)-FINAL](#)
[Executed Development Agreement](#)
[Ordinance Approving Farmstead DA Amendment-FINAL](#)

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of St. Helena
1480 Main Street
St. Helena, California 94574
Attn: City Clerk

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF ST. HELENA

AND

LMR DESTINATIONS LLC

Effective Date: _____, 2022

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ST. HELENA
AND LMR DESTINATIONS LLC**

This First Amendment to Development Agreement (“**First Amendment**”), dated as of the Effective Date set forth above, is entered into by and between the City of St. Helena, a California municipal corporation, (“**City**”) and LMR Destinations LLC, a California limited liability company (“**Developer**”) . City and Developer may be referred to individually in this First Amendment as “**Party**” or collectively as “**Parties**.”

RECITALS

A. City entered into a Development Agreement with an effective date of November 26, 2020, and recorded in the Official Records of Napa County as Document No. 2020-0031913 (the “**Development Agreement**”), providing for the development of that certain property located at 1000 Mills Lane, St. Helena in the County of Napa as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”), with a maximum 65 room hotel with ancillary retail and related amenities as more particularly described in the Development Agreement (the “**Project**”).

B. Concurrently with the approval of the Development Agreement, the City took several actions to approve the Project, which actions are more specifically described as the “**Existing Approvals**” in the Development Agreement. Since the approval of the Development Agreement, Developer has been proceeding with the development of the Project in accordance with the requirements of the Development Agreement and the Existing Approvals.

C. City and Developer desire to amend certain provisions of the Development Agreement with respect to certain outstanding obligations of Developer under the Development Agreement. The Development Agreement obligates Developer to construct certain storm drain improvements necessary to install a storm drain along Mills Lane to serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River (the “Storm Drain Improvements”) as contemplated in the City’s Storm Drain Master Plan dated September 2000. The Storm Drain Improvements are not needed at this time, nor are they required for the Project. The parties therefore desire to eliminate the requirement to construct the Storm Drain Improvements and instead provide that Developer will connect to an infiltration system to be included in the Mills Lane right way. The Parties have further agreed that to the extent Developer experiences financial savings from the as more particularly elimination of Developer’s obligation to contribute to the cost of the Storm Drain Improvements, Developer

shall contribute those financial savings to City for the City's construction of recycled water improvements or other water conservation measures.

D. In addition, the Parties have determined that certain other amendments and/or clarifications to the Development Agreement should be made to reflect the changes described in these recitals.

AGREEMENTS

1. Incorporation of Recitals. The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

2. Amendment to Section 5.1.2. Section 5.1.2 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

"5.1.2. Stormwater Infiltration System. Developer shall, at its sole cost and expense, design and construct stormwater infiltration system improvements adjacent to the Mills Lane Improvements and within the existing public right of way for Mills Lane and on an alignment as generally depicted in Exhibit G attached hereto and incorporated herein by this reference (the "Infiltration System Improvements"), which Infiltration System Improvements shall be designed to retain and infiltrate at a minimum 25 year stormwater flows. The Project shall include inlets from the Project to the Infiltration System Improvements to manage at minimum such 25 year stormwater flows. The Infiltration System Improvements shall be constructed prior to or concurrently with the development of the Project and in accordance with improvement plans approved by the City Engineer and verified to meet the standards for retention and infiltration as set forth herein. Developer shall complete the Infiltration System Improvements prior to the issuance of the first certificate of occupancy for the Project by the City.

5.1.2.1 Determining Cost of Infiltration System Improvements. Within fifteen (15) days following execution by Developer of the construction contract or change order that provides for the construction of the Infiltration System Improvements, Developer shall provide City with written confirmation of the cost of the Infiltration System Improvements, along with documentary support for such costs through the construction contract or change order documenting such improvements, which shall include separate line items as necessary to clearly document the separate cost of the Infiltration System Improvements. The City Engineer shall confirm the cost of the Infiltration System Improvements based on the documentation provided, which confirmation by the City Engineer shall be deemed to constitute the cost of the Infiltration System Improvements.

3. Amendment to Section 5.1.4. Section 5.1.4 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

5.1.4 Recycled Water Improvements. Developer shall construct and install additional piping to convey recycled water in the public right of way in Mills Lane extending from the intersection of Highway 29 and Mills Lane easterly to the eastern end of Mills Lane

(the “**Recycled Water Pipe**”) in a manner as directed by the City Engineer and consistent with plans and specifications as approved by the City and shall be completed prior to November 1, ~~2022~~2024 as a prerequisite for a final certificate of occupancy for the Project. For purposes of this agreement “recycled water” means wastewater treated by the City’s wastewater treatment facility that meets State requirements for reuse, including but not limited to California Department of Public Health regulations contained in Title 17 and Title 22 of the California Code of Regulations. The Recycled Water Pipe shall be designed and at a size as directed by the City Engineer, but is anticipated to be a twelve (12) inch pipe and will be installed in ~~the a~~ a trench constructed in the public right of way for Mills Lane as more specifically set forth in the plans and specifications approved by the City Engineer pursuant to this Section 5.1.4~~for the Storm Drain Improvements~~. Developer shall construct and install the Recycled Water Pipe as a means of offsetting its water requirement in accordance with Chapter 13.12 of the St. Helena Municipal Code. The construction of the Recycled Water Pipe is being conducted in lieu of paying the in-lieu retrofit fee that would otherwise be required of the Project pursuant to Section 13.12.030(B) of the St. Helena Municipal Code.

5.1.4.1 To allow Developer’s Recycled Water Pipe to offset the Project’s use of City water, City shall seek options to improve its wastewater treatment facility to treat wastewater to the above referenced State requirements and shall install necessary piping such that the Recycled Water Pipe is delivering recycled water to Crane Park’s irrigation infrastructure (“Recycled Water Improvements”). City shall pursue efforts to complete these improvements on or before November 1, 2024 subject to CEQA and the right to not build the Recycled Water Improvements in any form. In the event the Recycled Water Improvements are not completed by November 1, ~~2022~~2024 City and Developer will cooperate to identify and implement measures calculated to save potable water in amounts equal to the Project’s use of City water until recycled water is delivered to Crane Park, if ever. Notwithstanding the above, nothing herein shall commit or otherwise require the City, or be interpreted as committing or requiring the City, to approve the Recycled Water Improvements, or any portion thereof. Further, the Parties acknowledge and agree that the City retains full discretionary authority with respect to the Recycled Water Improvements, and may deny or approve the Recycled Water Improvements, or any portion thereof. Similarly, the City retains full authority under CEQA and other environmental laws to impose any and all feasible mitigation to reduce potentially significant impacts and to consider and adopt alternatives to the Recycled Water Improvements, specifically including the “no project” alternative.

4. Amendment to Section 7.3. Section 7.3 is hereby amended and restated in its entirety to read as follows:

7.3 Construction and Reimbursement for Public Improvements. Pursuant to Sections 5.1.1-5.1.5 of this Agreement, Developer is required to construct the Mills Lane Improvements, ~~Storm Drain Infiltration System~~ Improvements, Recycled Water Pipe, and La Fata Sidewalk Improvements, collectively referred to herein as the “**Public Improvements**”. This section sets forth the manner in which the required Public Improvements will be planned, designed and constructed, and provides for reimbursement to Developer for costs incurred in conjunction with

contracts with third parties for the planning, design, construction management and construction of these Public Improvements in excess of Developer's share of such costs.

7.3.1 Planning and Design of Public Improvements. ~~City will undertake and complete the planning and design of the Storm Drain Improvements, including preparation of final design plans, specifications, drawings and related materials as necessary for Developer to issue a request for bids for construction of the Storm Drain Improvements.~~ Developer will undertake and complete the planning and design of the Mills Lane Improvements, Infiltration System Improvements, La Fata Sidewalk Improvements and Recycled Water Pipe, including final design plans, specifications, drawings and related materials as necessary to solicit bids for these improvements, which materials shall be subject to the review and approval by the City Engineer. All third party contracts that Developer will include as part of the cost of the Public Improvements used for purposes of calculating the amount to be reimbursed to Developer pursuant to Section 7.3.4 of this Agreement, including agreement for planning, design and construction management work, shall be subject to the review and approval of the City Engineer to determine the reasonableness of such costs. Developer shall not be eligible for any reimbursement for costs incurred pursuant to such contracts unless and until the contracts are reviewed and approved in writing by the City Engineer, which approval may be granted or withheld in the City Engineer's reasonable discretion.

7.3.2 Construction of Public Improvements. Following completion of the design work described above, Developer shall bid the Mills Lane Improvements, ~~Storm Drain~~ Infiltration System Improvements and Recycled Water Pipe in conformance with all local and state bidding requirements applicable to the City. The City Engineer shall assist Developer as necessary to ensure compliance with applicable bidding requirements. The improvements described above may be bid as a single project, provided that if it is bid as a single project it will be broken into component parts in a manner as approved by the City Engineer, so that the costs of each component part is clearly indicated, to allow for calculation of Developer's share of the cost of each of the required Public Improvements in accordance with this section. The Developer shall bid the La Fata Sidewalk Improvements in a manner as Developer deems appropriate. Developer shall award and enter into the contracts for all the Public Improvements and shall be solely responsible for all project and construction management activities. The Public Improvements shall be inspected and accepted by the City at the appropriate times in accordance with the City's customary practice and processes.

7.3.3 Developer Share of Public Improvement Costs. Developer shall be solely responsible to pay the full cost of planning, designing, construction management, and constructing the Public Improvements described herein, but shall be entitled to reimbursement from the City for portion of such costs in excess of the Developer's share of such costs. Developer's share of the cost of each of the required Public Improvements is as follows:

7.3.3.1 Developer's share of the cost of the Mills Lane Improvements shall be forty-one percent (41%) of the planning, design, construction management and construction costs attributable to the Mills Lane

Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements and third party contracts for planning, design and construction management services that are reviewed and approved by the City Engineer.

7.3.3.2 Developer's share of the cost of the ~~Storm-Drain Infiltration System~~ Improvements shall be ~~eighteen~~ one hundred percent (100%) of the planning, design, construction management, and construction costs attributable to the ~~Storm-Drain~~ Infiltration System Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements and third party contracts for planning, design and construction management services that are reviewed and approved by the City Engineer.

7.3.3.3 Developer shall pay the full planning, design, construction management and construction cost attributable to the Recycled Water Pipe as set forth in the bid documents for such improvements, including any change orders for such improvements and third party contracts for planning, design and construction management services that are reviewed and approved by the City Engineer up to a maximum amount of Two Hundred Fifty-Six Thousand Five Hundred Forty-Nine Dollars (\$256,549). Any planning, design, construction management and construction costs approved by the City Engineer in excess of this maximum amount shall be subject to reimbursement by the City in accordance with Section 7.3.4.

7.3.3.4 Developer shall pay the full cost of planning, design, construction management and construction of the La Fata Sidewalk Improvements with no reimbursement from the City.

7.3.3.5 The amounts for which Developer is solely responsible as set forth above are collectively referred to herein as the "Developer's Share of Public Improvements."

7.3.4 Reimbursement for Costs in Excess of Developer's Share of Public Improvements.

7.3.4.1 Following construction of the Public Improvements by Developer and acceptance of said Public Improvements by the City, the City shall reimburse Developer for the planning, design, construction management and construction costs of the Public Improvements approved by the City Engineer and in excess of the Developer's Share of Public Improvements, as set forth in the bid documents for such Public Improvements, including any change orders and third party contracts for planning, design and construction management services reviewed and approved by the City Engineer, in the manner set forth below. Developer shall, within sixty (60) days following the date when all of the Public Improvements have been accepted by the City, submit to the City Engineer a calculation of the dollar amount of Developer's Share of Public Improvements, along with all supporting documentation for such

calculation as requested by the City Engineer, including but not limited to the construction contracts for all of the Public Improvements and all change orders for the Public Improvements, as well as all third party contracts for planning, design and construction management services, and invoices documenting costs incurred thereunder. Within thirty (30) days of such submission, City Engineer shall notify Developer in writing of the City Engineer's final determination of the Developer's Share of Public Improvements, and the total amount to be reimbursed to Developer pursuant to this Section 7.3.4. In the event of any dispute between the parties as to the calculation of the amount to be reimbursed to Developer for such costs, the parties shall meet and confer in an effort to resolve such disputes prior to taking any other action pursuant to this Agreement.

7.3.4.2 City shall reimburse Developer an amount equal to fifty percent (50%) of the Transient Occupancy Tax ("**TOT**") received by the City from Developer pursuant to Chapter 3.28 of the St. Helena Municipal Code, until the approved planning, design, construction management and construction costs in excess of Developer's Share of Public Improvements have been reimbursed to Developer in full. Reimbursement shall be made on a quarterly basis within thirty (30) days after the City has confirmed the amount of TOT paid by Developer for the prior quarter, provided that the City may, at its discretion, make additional or larger payments to the Developer toward to the total reimbursement amount. City may use any source of funds it deems appropriate to make the reimbursement payment required hereunder, including general fund moneys, impact fees as appropriate for the constructed improvements or other funds available to pay for the construction of capital improvements. City's obligation to reimburse Developer pursuant to this section shall survive the expiration of the Term and any Extended Term.

7.3.5 Developer contribution to Recycled Water Improvements. Developer shall separately pay directly to the City an amount equal to the difference between (i) eighteen percent (18%) of the projected cost of the Storm Drain Improvements that were to be constructed by Developer prior to the adoption of the First Amendment (which cost the Parties stipulate is Seven Hundred Sixty-Three Thousand Eight Hundred Forty Dollars (\$763,840) based on the low bid received by Developer for such work) ("**Developer's Storm Drain Improvements Cost Share**") and (ii) the cost of construction of the Infiltration System Improvements (specifically excluding the planning, design and construction management costs) as determined pursuant to Subsection 7.3.3.2 above to be used by City for the construction of the Recycled Water Improvements as described in Section 5.1.4.1 of this Agreement, or if the City does not proceed with construction of the Recycled Water Improvements, for such water conservation measures as the City deems appropriate in its sole discretion (the "**Recycled Water Contribution**"). The Recycled Water Contribution shall be paid to City by Developer within thirty (30) days following confirmation of the cost of the Infiltration System Improvements by the City Engineer pursuant to Section 5.1.2 of this Agreement.

5. Additional Payment for City Costs. In addition to other consideration provided by Developer pursuant to the Agreement as amended herein, Developer shall pay to the City the

amount of Fifty Thousand Dollars (\$50,000) (the “**Developer Amendment Payment**”) for costs incurred by the City in conjunction with the planning and pursuit of regulatory approval for the Storm Drain Improvements and development of this Amendment, including but not limited to legal, staff and consultant costs incurred by the City. The Developer Amendment Payment shall be paid in a single payment on or before one hundred eighty (180) days following the effective date of this Amendment, which is thirty (30) days following approval by the City Council, provided that the City Manager may extend the deadline for payment of the Developer Amendment for a period not to exceed ninety (90) additional days, based on City Manager’s determination that Developer is making reasonable progress on the Project.

6. Amendment to Exhibit D. Exhibit D to the Development Agreement (“Existing Approvals”) shall be modified and amended to incorporate the Amendments to Existing Approvals as attached to this First Amendment as Exhibit B and incorporated herein by this reference. Except as specifically modified or amended by Exhibit B to this First Amendment, Exhibit D to the Development Agreement shall remain in full force and effect.

7. Amendment to Exhibit G. Exhibit G to the Development Agreement (“Storm Drain Improvements”) is hereby deleted and is replaced with the Exhibit G attached to this Amendment and incorporate herein by this reference, which depicts the alignment of the Infiltration System Improvements.

8. Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A: Property Description

Exhibit B. Amendments to Existing Approvals

Exhibit G. Alignment of Infiltration System Improvements

9. Except as modified by this First Amendment, all terms and conditions of the Development Agreement remain unchanged and are in full force and effect.

10. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____
Anil Comelo, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

DEVELOPER:

LMR DESTINATIONS LLC, a California limited liability company

By: Long Meadow Ranch Partners, L.P.
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

By: _____
Ted W. Hall,
Its Manager
[Signature must be notarized]

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
 ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
 ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT A

Legal Description for the Property

[Attached behind this cover page]

Exhibit A

83578.00106\40671059.11

Escrow Number: P-253830-JR (3)

NEW ALBION SURVEYS, Inc
CONSULTING LAND SURVEYORS1113 Hunt Avenue St. Helena, CA 95474
(707) 963-1217 ♦ FAX (707) 963-1829
E-Mail: jwebb@albionsurveys.comJanuary 26, 2018
Rev February 17, 2021**Exhibit "A"****DESCRIPTION**
Proposed LMR Parcel

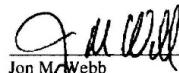
All that real property situate in the City of St Helena, County of Napa, State of California, being a portion of the lands described in the Grant Deed to David A. Gold and Katherine A. Gold, Trustees of the David A. Gold and Katherine A. Gold Living Trust recorded November 3, 2002 as instrument number 2002-0044827 in the Official Records of Napa County and also being portions of Parcel One, Parcel Two, Parcel Three and Parcel Four as shown on the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County, said portions being more particularly described as a whole as follows:

Beginning at a point on the northwest line of Parcel Two as shown on the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County, said point being North 31°15'00" East 75.00 feet along said northwest line from the most western corner of said Parcel Two and thence leaving said northwest line and running along a line which runs parallel with, and lies 75.00 feet northerly of the southwest line of said Parcel Two, South 59°13'30" East 184.00 feet to the intersection with the southeast line of said Parcel Two; thence along said southeast line and the southeast lines of said Parcel Four, Parcel Three and Parcel One North 31°15'00" East 873.85 feet to the most eastern corner of said Parcel One; thence along the northeast and northwest lines of said Parcel One North 58°45'00" West 640.00 feet and South 31°15'00" West 575.38 feet to the most western corner thereof, said western corner also being the most northern corner of said lands of Gold; thence along the northwest line of said lands of Gold South 31°15'00" West 378.78 feet to the most western corner thereof; thence along the southwest line of said lands of Gold South 59°13'30" East 50.00 feet; thence leaving said southwest line and running along a line which runs parallel with, and lies 50.00 feet southeasterly of said northwest line of Gold, North 31°15'00" East 455.37 feet; thence parallel with the northeast line of said lands of Gold South 58°45'00" East 246.00 feet; thence parallel with said northwest line of Gold South 31°15'00" West 77.00 feet to the intersection with said northeast line of Gold; thence along said northeast line South 58°45'00" East 160.01 feet to the most eastern corner thereof, said eastern corner also being the most northern corner of said Parcel Two; thence along said northwest line of Parcel Two South 31°15'00" West 300.00 feet, more or less, to the Point of Beginning.

The Basis of Bearings of this description is the map entitled, "Parcel Map of the Lands of Carl Doumani" recorded March 18, 2009 and filed in Book 26 of Parcel Maps, at Pages 22 and 23 of Official Records of Napa County

End of Description

Prepared from record data under the direction of the undersigned on behalf of New Albion Surveys, Inc.


Jon M. Webb
Licensed Land Surveyor No. 6709
Certificate renewal date: June 30, 2022



2-17-21
Date

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The consolidation of underlying lots, parcels or portions thereof, as set forth in the above description, constitutes an expressed written statement of the grantor, merging said underlying lots, parcels or portions thereof pursuant to Section 1093 of the California Civil Code.

EXHIBIT B
AMENDMENTS TO EXISTING APPROVALS

[to be inserted]

EXHIBIT G
ALIGNMENT OF INFILTRATION SYSTEM IMPROVEMENTS

[to be inserted]

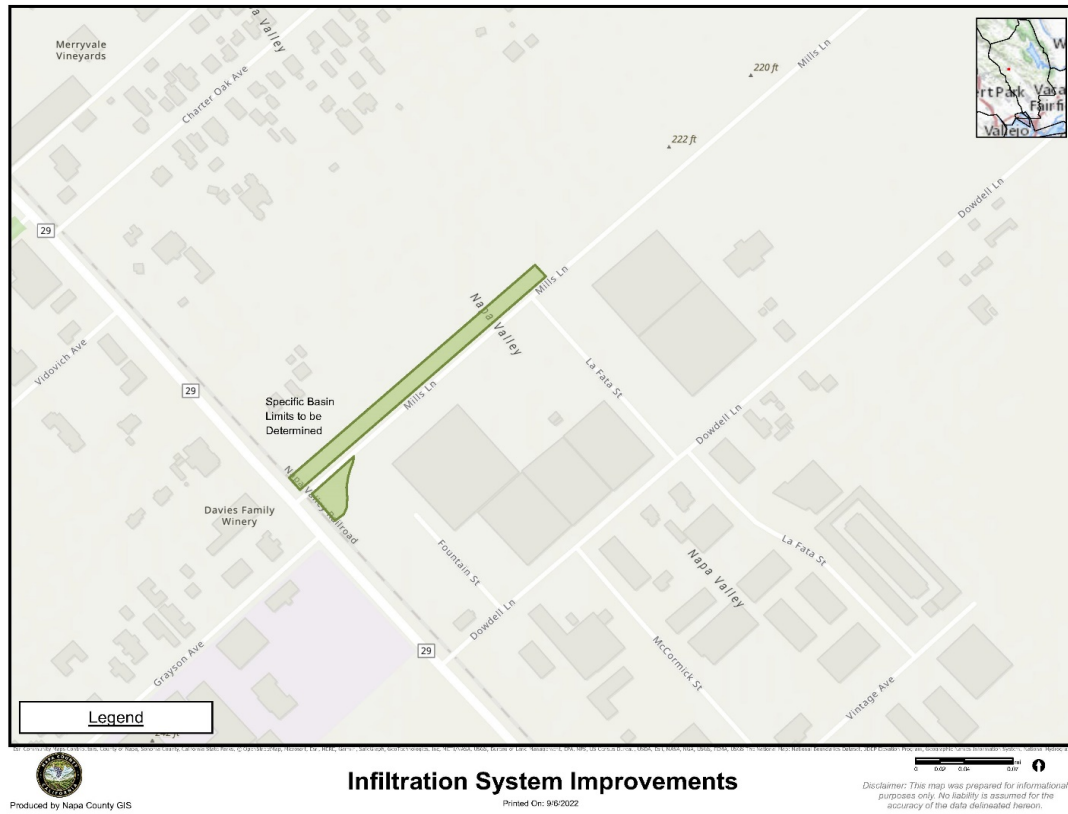


Exhibit G

83578.00106/40671059.11

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Clerk

Record Without Fee
*Pursuant to Government Code
Section 27383*

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DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF ST. HELENA

AND

LMR DESTINATIONS LLC

Effective Date: November 26, 2020

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DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”), dated as of the Effective Date, is entered into by and between the City of St. Helena, a California municipal corporation (“**City**”) and LMR Destinations LLC, a California limited liability company (“**Developer**”). Developer and City may be referred to individually in this Agreement as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties. The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Article 1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

B. In accordance with the Development Agreement Statute, the City Council of the City of St. Helena enacted Municipal Code Chapter 17.156 (“**Development Agreement Regulations**”), which authorizes the execution of development agreements and set forth the required contents and form of those agreements. The provisions of the Development Agreement Statute and the City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.”

C. Developer is the owner of that certain real property located at 1000 Mills Lane, St. Helena in the County of Napa, State of California and more particularly described and depicted in Exhibits A and B attached hereto and incorporated herein (the “**Property**”).

D. Developer has applied to the City to construct on the Property a maximum 65 room hotel with ancillary retail and related amenities (the “**Project**”). The Project is more fully described in Exhibit C, Project Description, and incorporated herein by reference.

E. The Project is the subject of a mitigated negative declaration (“MND”) prepared pursuant to the California Environmental Quality Act (“**CEQA**”) (Public Resources Code section 21000 *et seq.*) and approved by Resolution No. 2020-100 adopted by the City Council on October 13, 2020.

F. Prior to or concurrently with approval of this Agreement, the City will take several actions to review and plan for the future development and use of the Project (“**Existing Approvals**”). These include:

1. Ordinance No. 2020-9 approving this Agreement;
2. Resolution No. 2020-100 approving the Use Permit and Design Review for the Project;

3. Resolution No. 2020-100 approving the Lot Line Adjustment, Lot Merger, and Variance required for the Project; and

4. Resolution No. 2020-100 approving the MND.

A copy of the Existing Approvals are attached hereto as Exhibit D.

G. It is the intent of City and Developer to establish certain conditions and requirements related to review and development of the Project, which are or will be the subject of subsequent development applications and land use entitlements.

H. City finds that the Agreement will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan; is compatible with the uses authorized in, and the regulations prescribed for, the district in which the Property is located; will promote the public convenience, general welfare, and good land use practice; will not be detrimental to the health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property value; and will promote and encourage the development of the Project by providing a greater degree of requisite certainty.

I. City and Developer have reached mutual agreement and desire to voluntarily enter into this Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein.

J. City has given the required notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to Government Code section 65867 and Municipal Code section 17.156.070. The City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and found that the provisions of this Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards and land use designations specified in the General Plan.

K. On October 13, 2020 the City Council introduced Ordinance No. 2020-9 approving this Agreement and authorizing its execution, and adopted that Ordinance on October 27, 2020. The Ordinance became effective on November 26, 2020.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

"Affiliate" means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the applicable person or entity, whether by direct or indirect ownership of equity interests, by contract or otherwise.

"Agreement" shall mean this Development Agreement between City and Developer, including all Exhibits hereto.

"Applicable Law" is defined in Section 3.2.

"CalTrans" means the California Department of Transportation.

"CEQA" means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq.*, as amended from time to time.

"CEQA Guidelines" means the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000, *et seq.*), as amended from time to time.

"Changes in the Law" is defined in Section 3.7.

"City" means the City of St. Helena, a municipal corporation.

"City Council" means the City Council of the City of St. Helena.

"City Manager" means City's City Manager or his or her designee.

"City Parties" means and includes City and its elected and appointed officials, officers, employees, attorneys, contractors and representatives.

"Claims" means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including attorneys' fees and costs.

"Connection Fees" means those fees charged by City on a citywide basis or by a utility provider to utility users as a cost for connecting water, sanitary sewer, and other applicable utilities, except for any such fee or portion thereof that constitutes an Impact Fee, as defined below.

"Control" means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

"Controlling" and "Controlled" mean and refer to exercising or having Control.

"Default" is defined in Section 12.1.

"Developer" means LMR Property Acquisition Partners LLC and its permitted successor and assigns.

"Development Agreement Law" is defined in Recital B.

"Development Agreement Regulations" is defined in Recital B.

"Development Agreement Statute" is defined in Recital A.

"Discretionary Action" or **"Discretionary Approval"** means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee of the City, to determine whether there has been compliance with statutes, ordinances or regulations.

"Effective Date" means the date that this Agreement becomes effective as determined under Section 2.1.

"Enacting Ordinance" refers to the Ordinance identified in Recital K.

"Exactions" means exactions that may be imposed by the City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable Law, including, but not limited to, the Highway 29 Specific Plan. For purposes of this Agreement, Exactions do not include Impact Fees.

"Existing Approvals" means and includes those permits and approvals for the Project granted by City to Developer as of the Effective Date as set forth in Recital F.

"Extension Term" is defined in Section 2.2.1.

"General Plan" means the City of St. Helena's General Plan, as amended from time to time.

"Highway 29 Specific Plan" means the Highway 29 Specific Plan approved by the City Council of the City of St. Helena on February 22, 2005.

"Housing Fees" means the nonresidential development project housing impact fees charged by the City to further affordable housing pursuant to Municipal Code section 17.146.040.

"Impact Fees" means the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the

development project, including, any “fee” as that term is defined by Government Code section 66000(b).

“**Initial Term**” is defined in Section 2.2.

“**Litigation Challenge**” is defined in Section 9.3.

“**Major Amendment**” is defined in Section 8.2.

“**Minor Amendment**” is defined in Section 8.2.

“**MND**” is defined in Recital F.

“**Mortgage**” means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property or any of the Developer’s rights under this Agreement

“**Mortgagee**” means the holder of any Mortgage, and any successor, assignee or transferee of any such Mortgage holder.

“**Municipal Code**” means and refers to the City of St. Helena’s Municipal Code, as amended from time to time.

“**New City Laws**” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Effective Date.

“**Notice of Breach**” is defined in Section 12.1.

“**Other Agency Fees**” is defined in Section 4.3.

“**Permitted Delay**” is defined in Section 13.3.

“**Permitted Transfer**” means any of the following types of Transfer by Developer, which unless otherwise provided do not require the City’s prior written approval:

1. Any Transfer to a lender pursuant to a Security Instrument as collateral for financing to pay all or any part of the cost of construction of the Project; or pursuant to a Security Instrument as collateral for a permanent financing for the Project.
2. Any Transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a Security Instrument for a loan from a Lender for construction or permanent financing for the Project or as otherwise permitted under Article 11.
3. Any Transfer of stock or equity in the Developer that does not change management or operational Control of the Project, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of

the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

4. A Property Transfer from Developer to an Affiliate provided that such Affiliate is Controlled by Long Meadow Ranch Partners, L.P., a California limited partnership.

"Planning Commission" means the City of St. Helena Planning Commission.

"Processing Fees" means all fees for processing development project applications, including any required supplemental or other further environmental review, plan checking and inspection and monitoring for land use approvals, design review, grading and building permits, General Plan maintenance fees, and other permits and entitlements required to implement the Project, which are in effect at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

"Project Approvals" means the Existing Approvals and all Subsequent Approvals.

"Project" is defined in Recital D.

"Property" is defined in Recital C.

"Property Transfer" means and refers to any "change in ownership," as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

"Security Instrument" means any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. If two or more such security instruments are consolidated or restated as a single lien or held by the same Lender (as applicable), then all such security instruments so consolidated or restated shall constitute a single Security Instrument. A participation interest in a security instrument (or partial assignment of the secured loan) does not itself constitute a Security Instrument.

"Subdivision Map Act" means California Government Code sections 66410 through 66499.58, as it may be amended from time to time.

"Subsequent Approvals" is defined in Section 7.1.

"Term" means the Initial Term plus any Extension Term, if such Extension Term is granted under the terms of this Agreement.

"Total Cost" is defined in Section 7.3.1.

"Traffic Fees" means Impact Fees charged by the City to finance circulation improvements including those Impact Fees charged pursuant to Municipal Code section 3.32.100.

“Transfer” means any of the following:

1. Any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); or
2. Any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect equity interest(s) in the owner of such property, right or obligation by the holders of such equity interest(s); or
3. Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or
4. Any Property Transfer; or
5. The recordation of any deed of trust, mortgage, lien or similar encumbrance against all or any portion of the Property or the Project.

“Transient Occupancy Tax” means those taxes levied by City pursuant to Municipal Code chapter 3.28, which are collected and remitted to City by hotel operators.

ARTICLE 2 EFFECTIVE DATE AND TERM

2.1 **Effective Date.** The Effective Date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that the Enacting Ordinance is adopted, or (b) the date this Agreement is fully executed by the Parties. The Effective Date is inserted at the beginning of this Agreement. The Parties acknowledge that section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded in the official records of Napa County no later than ten (10) days after the City enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

2.2 **Initial Term of Agreement.** The **“Initial Term”** of this Agreement shall commence on the Effective Date and shall expire on the fifth (5th) anniversary of the Effective Date, unless earlier terminated.

2.2.1 **Extension of Initial Term.** The Initial Term of this Agreement may be extended from the date of expiration of the Initial Term until the date which is five (5) years following the expiration of the Initial Term (**“Extension Term”**), provided that at the end of the Initial Term: (a) Developer is not, at the time, in Default of any of its obligations hereunder following notice and expiration of applicable cure periods; (b) the applicable Developer warranties and representations in Section 2.4 below continue to be true and correct; and (c) no event has occurred which with the passage of time or giving of notice or both would constitute a Default by Developer hereunder. Following the expiration of the Term, or the earlier completion

of development of the Project and satisfaction of all of Developer's obligations in connection therewith, this Agreement shall be deemed terminated and of no further force and effect; provided, however, that this termination shall not affect reimbursements to Developer under Section 7.3, Developer's obligation to pay the Affordable Housing Payment pursuant to Section 5.1.6, or any right or duty arising from entitlements or approvals, including the Project Approvals concurrently with, or subsequent to, the Effective Date. The Initial Term or Extension Term, as applicable, shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to New City Laws that are necessary to protect the physical health and safety of the public that are uniformly applied on a City-wide basis.

2.2.2 Memorandum of Extension. If the Extension Term is granted, City and Developer agree to execute, acknowledge and record in the official records of Napa County a memorandum evidencing approval of the Extension Term.

2.3 City Representations and Warranties. City represents and warrants to Developer that, as of the Effective Date:

2.3.1 City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

2.3.2 The execution and delivery of this Agreement and the performance of the obligations of the City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

2.3.3 This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

2.3.4 During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause of any of the warranties and representations in this Section 2.3 not to be true, immediately give written notice of such fact or condition to Developer.

2.4 Developer Representations and Warranties. Developer represents and warrants to City that, as of the Effective Date:

2.4.1 Developer is duly organized and validly existing under the laws of the State of California, and is in good standing and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

2.4.2 The execution and delivery of this Agreement and the necessary performance of the obligations of Developer hereunder have been duly authorized by all necessary company action and all necessary member approvals have been obtained.

2.4.3 This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

2.4.4 Developer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; or (e) admitted in writing its inability to pay its debts as they come due.

2.4.5 During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.4 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

3.1 Vested Rights. The Property is hereby made subject to the provisions of this Agreement. Developer shall have the vested right to develop the Property and the Project in accordance with and subject to the Existing Approvals, the Subsequent Approvals, Applicable Law and this Agreement, which shall, among other things, control the permitted uses, density and intensity of use of the Property, requirements for on- and off-site infrastructure and public improvements, the Exactions, and the maximum height and size of buildings on the Property.

3.2 Applicable Law. City and Developer acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the foregoing reservation of City, it is the intent of City and Developer that this Agreement be construed to provide Developer with rights afforded by law, including but not limited to, the Development Agreement Statute. Therefore, the laws, rules, regulations, official policies, standards and specifications of City applicable to the development of the Property and/or the Project shall be (collectively, "**Applicable Law**");

3.2.1 Those rules, regulations, official policies, standards and specifications of the City set forth in the Project Approvals and this Agreement. For purposes of convenience and clarity and to provide a centralized set of reference documents, Exhibit E describes and attaches portions of the Project Approvals and the Applicable Law, which sets forth the applicable development standards, including permitted uses, density and intensity of uses, maximum size and height of buildings, and exactions that are vested through this Agreement. The parties do not intend for Exhibit E to limit any vested rights or other rights or obligations specifically contemplated or conferred by this Agreement;

3.2.2 With respect to matters not addressed by and not otherwise inconsistent with the Project Approvals and this Agreement, those laws, rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing and manner of construction, densities, intensities of uses, heights and sizes, requirements for on- and off-site infrastructure and public improvements, in force and effect on the Effective Date;

3.2.3 New City Laws that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.4 New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance, provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.5 New City Laws that are necessary to protect physical health and safety of the public; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.6 New City Laws that do not conflict with this Agreement or the Project Approvals, provided such new City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties; and

3.2.7 New City Laws that do not apply to the Property and/or the Project due to the limitations set forth above, but only to the extent that such New City Laws are accepted in writing by Developer in its sole discretion.

3.3 Development Timing. City and Developer acknowledge that Developer cannot at this time predict what portions of the Project will be included within any phase of the Project, when or the rate at which the phases will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. The City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement or the Project Approvals, Developer's vested rights under this Agreement include the right to develop the Property and the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its discretion, subject to the terms, requirements and conditions of the Project Approvals and this Agreement.

3.4 Regulation by Other Public Agencies. City and Developer acknowledge and agree that other governmental or quasi-governmental entities not within the control of City possess authority to regulate aspects of the development of the Property and the Project and that this Agreement does not limit the authority of such other public agencies. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Property and/or the Project; provided, however, City shall

have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in connection therewith.

3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be the longer of the Term or the term otherwise applicable to such Project Approval.

3.6 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term should it become necessary due to any casualty, including natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval consistent with all prior Project Approvals and Applicable City Law. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, Applicable City Law, and the requirements of CEQA.

3.7 State and Federal Law. As provided in Section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude, or render substantially more expensive or time consuming, compliance with one (1) or more provisions of this Agreement, the City and Developer shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Nothing in this Agreement shall preclude City or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project any such Changes in the Law. If Changes in the Law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to City.

3.8 Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Law. However, any subsequent Discretionary Action or Discretionary Approval initiated by Developer that is not otherwise permitted by or contemplated in the Project Approvals, which changes the uses, intensity, density, building height or timing of the Project, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.9 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Law. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of

developers by the City for processing applications for developments and consistent with this Agreement.

3.10 Moratoria. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise after the Effective Date, which relates to the rate, timing, or sequencing of the development or construction on all or any part of the Property, including, without limitation, any ordinance, resolution or other measure restricting or precluding the issuance of building permits, the City agrees that the ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless the changes are both (a) found by the City to be necessary to protect the health and safety of the residents of the City, and (b) generally applicable on a Citywide basis.

ARTICLE 4 FEES

4.1 Impact Fees and Exactions. City may charge and, subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Impact Fees, Developer shall pay any and all Impact Fees imposed by City, including new Impact Fees adopted after the Effective Date; provided, however, City shall only require Developer to pay new Impact Fees (including increases in Impact Fees) that are uniformly applied by City to all substantially similar types of Development Projects and properties. Pursuant to St. Helena Municipal Code Section 17.146.040, Developer shall pay Traffic Fees upon City's issuance of a certificate of occupancy, while all other Impact Fees shall be paid prior to issuance of a building permit. In addition, City may impose and Developer shall comply with those Exactions required by this Agreement and the Project Approvals. Notwithstanding anything to the contrary contained in this Section 4.1, except as otherwise specifically provided in Section 3.2 above, in no event shall the City impose any additional Exactions (beyond those set forth in the Existing Approvals and this Agreement) in connection with the development of the Project, as long as such development is substantially consistent with the Project Approvals.

4.2 Processing Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fee, City may charge and Developer agrees to pay any and all Processing Fees which are in effect on a City-wide basis at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

4.3 Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law ("**Other Agency Fees**").

4.4 Connection Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Connection Fee, City may charge and Developer shall pay any Connection Fee that is lawfully adopted.

ARTICLE 5 DEVELOPER OBLIGATIONS

5.1 Developer Obligations. In consideration of the rights and benefits conferred by City to Developer under this Agreement, Developer shall perform the public benefit obligations and pay to City the contributions set forth in this Article 5 all within the times set forth herein.

5.1.1 Mills Lane Improvements. Developer shall construct improvements to Mills Lane as depicted in Exhibit F (“**Mills Lane Improvements**”), which are consistent with City’s Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the first certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer, and before Developer receives a final certificate of occupancy for the Project.

5.1.2 Storm Drain Improvements. Developer shall construct those certain storm drain improvements necessary to extend and improve the storm drain along Mills Lane to serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River (the “**Storm Drain Improvements**”). The Storm Drain Improvements shall be designed by City in accordance with the City’s long-standing plan for this separate project as contained in City’s Storm Drain Mater Plan dated September 2000 (*see* Table 4-1) and the Highway 29 Specific Plan (*see* pages 37-39, Exhibit 11), and are depicted in Exhibit G. City shall further be responsible for permitting required for the Storm Drain Project, which are anticipated to include permits from the California Department of Fish and Wildlife, San Francisco Regional Water Quality Control Board and Army Corps of Engineers. Developer shall commence construction of the Storm Drain Improvements after the City has secured the permits required for the Storm Drain Improvements, provided, however, that the Storm Drain Improvements shall be completed before the Developer receives a final certificate of occupancy for the Project.

5.1.3 La Fata Sidewalk Improvements. Developer shall design and construct those certain sidewalk improvements on the west side of La Fata Street as depicted in Exhibit H (the “**La Fata Sidewalk Improvements**”). Developer shall construct the La Fata Sidewalk in accordance with improvement plans as approved by the City Engineer. The La Fata Sidewalk Improvements shall be constructed concurrently with the Project and shall be completed prior to issuance of a final certificate of occupancy for the Project. In the event that the Developer secures access to an alternate employee parking lot prior to occupancy of the Project where Developer’s employees will no longer utilize the La Fata Sidewalk Improvements to access the Project site, the Developer may request that the City consider such alternate parking lot as an acceptable location for employee parking. In the event City approves such alternative parking lot for employee parking, which approval City may grant or deny in its sole discretion, Developer shall be relieved of the obligation to construct the La Fata Sidewalk Improvements pursuant to this Section 5.1.3.

5.1.4 Recycled Water Improvements. Developer shall construct and install additional piping to convey recycled water in the public right of way in Mills Lane extending from Highway 29 easterly to the eastern end of Mills Lane (the “**Recycled Water Pipe**”) in a

manner as directed by the City Engineer and shall be completed prior to November 1, 2022 as a prerequisite for a final certificate of occupancy for the Project. For purposes of this agreement “recycled water” means wastewater treated by the City’s wastewater treatment facility that meets State requirements for reuse, including but not limited to California Department of Public Health regulations contained in Title 17 and Title 22 of the California Code of Regulations. The Recycled Water Pipe shall be designed and at a size as directed by the City Engineer, but is anticipated to be a twelve (12) inch pipe and will be installed in the trench constructed for the Storm Drain Improvements. Developer shall construct and install the Recycled Water Pipe as a means of offsetting its water requirement in accordance with Chapter 13.12 of the St. Helena Municipal Code. The construction of the Recycled Water Pipe is being conducted in lieu of paying the in-lieu retrofit fee that would otherwise be required of the Project pursuant to Section 13.12.030(B) of the St. Helena Municipal Code.

5.1.4.1 To allow Developer’s Recycled Water Pipe to offset the Project’s use of City water, City shall seek options to improve its wastewater treatment facility to treat wastewater to the above referenced State requirements and shall install necessary piping such that the Recycled Water Pipe is delivering recycled water to Crane Park’s irrigation infrastructure (“Improvements”). City shall pursue efforts to complete these improvements on or before November 1, 2022, subject to CEQA and the right to not build the Improvements in any form. In the event the Improvements are not completed by November 1, 2022, City and Developer will cooperate to identify and implement measures calculated to save potable water in amounts equal to the Project’s use of City water until recycled water is delivered to Crane Park, if ever. Notwithstanding the above, nothing herein shall commit or otherwise require the City, or be interpreted as committing or requiring the City, to approve the Improvements, or any portion thereof. Further, the Parties acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may deny or approve the Improvements, or any portion thereof. Similarly, the City retains full authority under CEQA and other environmental laws to impose any and all feasible mitigation to reduce potentially significant impacts and to consider and adopt alternatives to the Improvements, specifically including the “no project” alternative.

5.1.5 Affordable Housing. In lieu of paying the City’s nonresidential development project housing impact fee pursuant to City of St. Helena Municipal Code Section 17.146.040, Developer shall make a payment in the amount and manner set forth in this Section 5.1.6. Developer shall make a total payment to the City for affordable housing in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) (the “Affordable Housing Payment”). The Affordable Housing Payment shall be made to the City in the manner and for the purposes set forth in this Section.

5.1.5.1 One Million Dollars (\$1,000,000) (the “Initial Housing Payment”) shall be paid to the City prior to and as a condition of issuance of the building permit for the Project. The Initial Housing Payment shall be set aside by the City to be used by Our Town St. Helena or its designee (which designee must be approved by the City) (“OTSH”) to acquire that certain parcel designated as APN 009-660-005 and commonly known at the “Phelps Property” or an equivalent parcel suitable for the purpose of developing affordable housing as approved by the City in its discretion (the “Affordable Housing Parcel”) subject to and conditioned upon satisfaction of the following conditions:

(i) Prior to the time that the Initial Housing Payment is due and payable by Developer to City, OTSH shall provide evidence satisfactory to the City that OTSH has entered into a binding purchase option or binding purchase agreement for the acquisition of the Affordable Housing Parcel. If OTSH has not provided such evidence prior to the time the Initial Housing Payment is due and payable to the City, the Initial Housing Payment may be used by the City for any affordable housing purpose at its discretion, and the City shall have no further obligation to set aside the Initial Housing Payment for the acquisition of the Affordable Housing Parcel.

(ii) Subject to paragraph (i) above, the City shall deposit the Initial Housing Payment into escrow for the acquisition of the Affordable Housing Parcel at such time as requested by OTSH, provided that OTSH has satisfied the following conditions precedent:

(a) OTSH has provided evidence satisfactory to the City that OTSH has secured land use entitlements from the City and all other applicable governmental agencies for the development of not less than twenty (20) units of for-sale or rental housing on the Affordable Housing Parcel, including but not limited to a General Plan Amendment and Zone Change. Developer acknowledges that City's zoning, building and land use regulations shall be applicable to any development of the Affordable Housing Parcel, and nothing herein shall be construed as a waiver or limitation on the City's discretion in considering any application for land use entitlements on the Affordable Housing Parcel.

(b) OTSH has provided evidence satisfactory to the City that it has secured financing sufficient to construct and develop not less than 20 units of for-sale or rental housing with not less than 50% of the total units affordable to very low income households and not less than 50% of total units affordable lower income households, both as defined in St. Helena Municipal Code Section 17.144.020.

(c) OTSH has entered into an Affordable Housing Covenant or Regulatory Agreement with the City in a form satisfactory to the City Attorney, ensuring that the Affordable Housing Parcel shall be developed with affordable for-sale or rental housing consistent with the requirements of the project financing described in paragraph (b) above, which covenant or agreement shall be recorded against the Property at the time of acquisition of the Affordable Housing Parcel by OTSH.

(d) In the event that OTSH has not satisfied the conditions precedent described in paragraphs (a)-(c) above on or before three (3) years from the date of payment of the Initial Housing Payment to the City by Developer, the City shall have no further obligation to set aside the Initial Housing Payment for the acquisition of the Affordable Housing Site, and the City may use the Initial Housing Payment for any affordable housing purpose as City deems appropriate.

5.1.5.2 The remaining Two Million Two Hundred Thousand (\$2,200,000) of the Affordable Housing Payment (the "Second Housing Payment") shall be due and payable to the City at the earlier of (i) a Transfer of the Property by Developer, other than a Permitted Transfer, (ii) conversion of the Developer's construction financing for the Project to permanent financing, or (iii) sixty (60) months after issuance of a final certificate of occupancy for

the Project. The Second Housing Payment shall be deposited into the City's affordable housing fund to be used for affordable housing purposes as City deems appropriate. This obligation shall survive the expiration of the Term or any Extended Term of this Agreement and the City shall have all rights and remedies available under this Agreement or in law or equity to compel Developer to make such Second Housing Payment at or before the time required under this Section, even if the Term or any Extended Term has expired.

5.2 City of St. Helena Business License. Developer, at its expense, shall obtain and maintain a City of St. Helena business license at all times during the Term, and shall include a provision in all general contractor agreements for the Project requiring each such general contractor to obtain and maintain a City of St. Helena business license during performance of the work of construction.

5.3 Sales Tax Point of Sale Designation. Developer shall use good faith, diligent efforts to the extent allowed by law to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, to be used in connection with the construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct its general contractor(s) for the Project to, and cause such general contractor(s) to instruct its/their subcontractors to, cooperate with City to ensure the local sales/use tax derived from construction of the Project is allocated to City to the fullest extent possible. To assist City in its efforts to ensure that such local sales/use tax is so allocated to City, Developer shall on an annual basis provide City with such information as shall be reasonably requested by City regarding subcontractors working on the Project with contracts in excess of the amount set forth above, including a description of all applicable work and the dollar value of such subcontracts. City may use such information to contact each subcontractor who may qualify for local allocation of use taxes to City.

ARTICLE 6 ANNUAL REVIEW

6.1 Annual Review.

6.1.1 Purpose. As required by California Government Code section 65865.1 and Municipal Code section 17.156.120, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months solely to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining compliance by Developer with its obligations under this Agreement. Each annual review shall also document: (a) the status of the Project development, and (b) any extension of the Initial Term of this Agreement pursuant to Section 2.2.

6.1.2 Conduct of Annual Review. The annual review shall be conducted as provided in this Section 6.1.2. By December 1st of each year, Developer shall provide

documentation of its good faith compliance with this Agreement during the calendar year, and such other information as may reasonably be requested by the City Manager. Within ninety (90) days after receipt of Developer's documents of good faith compliance with this Agreement, the City Manager shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer in the manner prescribed in Section 13.2. If the City Manager finds good faith compliance by Developer with the terms of this Agreement, Developer shall be notified in writing and the review for that period shall be concluded. If the City Manager is not satisfied that Developer is performing in accordance with the terms and conditions of this Agreement, the City Manager shall prepare a written report specifying why the Developer may not be in good faith compliance with this Agreement, refer the matter to the City Council, and notify Developer in writing at least fifteen (15) business days in advance of the time at which the matter will be considered by the City Council. This notice shall include the time and place of the City Council's public hearing to evaluate good faith compliance with this Agreement, a copy of the City Manager's report and recommendations, if any, and any other information reasonably necessary to inform Developer of the nature of the proceeding. The City Council shall conduct a public hearing at which Developer must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. Developer shall be given an opportunity to be heard at the hearing. The findings of the City Council on whether Developer has complied with this Agreement for the period under review shall be based upon substantial evidence in the record. If the City Council determines, based upon substantial evidence, that Developer has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the City Council determines, based upon substantial evidence in the record, that Developer has not complied in good faith with the terms and conditions of this Agreement, or there are significant questions as to whether Developer has complied with the terms and conditions of this Agreement, the City Council, at its option, may continue the hearing and may notify Developer of the City's intent to meet and confer with Developer within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination regarding Developer's good faith compliance with the terms and conditions of this Agreement. In the event City determines Developer is not in good faith compliance with the terms and conditions of this Agreement, City may give the Developer a written Notice of Breach, in which case the provisions of Section 12.1, below, shall apply.

6.1.3 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

ARTICLE 7 COOPERATION AND IMPLEMENTATION

7.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, will be necessary or desirable for implementation of the Project ("**Subsequent Approvals**"). The Subsequent Approvals may include, without limitation, the following: amendments of the Existing Approvals, grading permits, building

permits, design review permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, encroachment permits, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein, the City shall not impose requirements or conditions upon the development and construction of the Project that are inconsistent with the Project, Project Approvals, Existing Approvals, vested rights and the terms and conditions of this Agreement. The City acknowledges and agrees that except as otherwise specifically provided in Section 3.3 above, as long as development of the Project sought in the Subsequent Approvals is substantially consistent with the Project, in no event shall the City impose any additional Exactions (beyond those set forth in the Existing Approvals) in connection with the development of the Project approved in the Subsequent Approvals.

7.2 Processing Applications for Subsequent Approvals.

7.2.1 Timely Submittals by Developer. Developer acknowledges that City cannot begin processing applications for Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

7.2.2 Timely Processing by City. Upon submission by Developer of all appropriate applications and Processing Fees for any pending Subsequent Approval, City shall, promptly and diligently, subject to City ordinances, policies and procedures, commence and complete all steps necessary to act on Developer's currently pending Subsequent Approval applications including: (a) providing at Developer's expense planning and processing of each pending Subsequent Approval application (provided that Developer shall pay such all costs at cost plus 10% for administrative costs incurred); (b) if legally required, providing notice and holding public hearings; and (c) acting on any such pending Subsequent Approval application.

7.3 Construction and Reimbursement for Public Improvements. Pursuant to Sections 5.1.1-5.1.5 of this Agreement, Developer is required to construct the Mills Lane Improvements, Storm Drain Improvements, Recycled Water Pipe, and La Fata Sidewalk Improvements, collectively referred to herein as the "**Public Improvements**". This section sets forth the manner in which the required Public Improvements will be planned, designed and constructed, and provides for reimbursement to Developer for costs incurred in conjunction with the construction of these Public Improvements in excess of Developer's share of the costs.

7.3.1 Planning and Design of Public Improvements. City will undertake and complete the planning and design of the Storm Drain Improvements, including preparation of final design plans, specifications, drawings and related materials as necessary for Developer to issue a request for bids for construction of the Storm Drain Improvements. Developer will undertake and complete the planning and design of the Mills Lane Improvements, La Fata Sidewalk Improvements and Recycled Water Pipe, including final design plans, specifications,

drawings and related materials as necessary to solicit bids for these improvements, which materials shall be subject to the review and approval by the City Engineer.

7.3.2 Construction of Public Improvements. Following completion of the design work described above, Developer shall bid the Mills Lane Improvements, Storm Drain Improvements and Recycled Water Pipe in conformance with all local and state bidding requirements applicable to the City. The City Engineer shall assist Developer as necessary to ensure compliance with applicable bidding requirements. The improvements described above may be bid as a single project, provided that if it is bid as a single project it will be broken into component parts in a manner as approved by the City Engineer, so that the costs of each component part is clearly indicated, to allow for calculation of Developer's share of the cost of each of the required Public Improvements in accordance with this section. The Developer shall bid the La Fata Sidewalk Improvements in a manner as Developer deems appropriate. Developer shall award and enter into the contracts for all the Public Improvements and shall be solely responsible for all project and construction management activities. The Public Improvements shall be inspected and accepted by the City at the appropriate times in accordance with the City's customary practice and processes.

7.3.3 Developer Share of Public Improvement Costs. Developer shall be solely responsible to pay the full cost of constructing the Public Improvements described herein, but shall be entitled to reimbursement from the City for a portion of the cost of constructing the Public Improvements in excess of the Developer's share of such costs. Developer's share of the cost of each of the required Public Improvements is as follows:

7.3.3.1 Developer's share of the cost of the Mills Lane Improvements shall be forty-one percent (41%) of the construction costs attributable to the Mills Lane Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer.

7.3.3.2 Developer's share of the cost of the Storm Drain Improvements shall be eighteen percent (18%) of the construction costs attributable to the Storm Drain Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer.

7.3.3.3 Developer shall pay the full construction cost attributable to the Recycled Water Pipe as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer up to a maximum amount of Two Hundred Fifty-Six Thousand Five Hundred Forty-Nine Dollars (\$256,549). Any construction costs in excess of this maximum amount shall be subject to reimbursement by the City in accordance with Section 7.3.4.

7.3.3.4 Developer shall pay the full cost of construction of the La Fata Sidewalk Improvements with no reimbursement from the City.

7.3.3.5 The amounts for which Developer is solely responsible as set forth above are collectively referred to herein as the "Developer's Share of Public Improvements."

7.3.4 Reimbursement for Costs in Excess of Developer's Share of Public Improvements.

7.3.4.1 Following construction of the Public Improvements by Developer and acceptance of said Public Improvements by the City, the City shall reimburse Developer for the construction costs of the Public Improvements in excess of the Developer's Share of Public Improvements, as set forth in the bid documents for such Public Improvements, including any change orders reviewed and approved by the City Engineer, in the manner set forth below.

7.3.4.2 City shall reimburse Developer an amount equal to fifty percent (50%) of the Transient Occupancy Tax ("TOT") received by the City from Developer pursuant to Chapter 3.28 of the St. Helena Municipal Code, until the construction costs in excess of Developer's Share of Public Improvements have been reimbursed to Developer in full. Reimbursement shall be made on a quarterly basis within thirty (30) days after the City has confirmed the amount of TOT paid by Developer for the prior quarter, provided that the City may, at its discretion, make additional or larger payments to the Developer toward to the total reimbursement amount. City may use any source of funds it deems appropriate to make the reimbursement payment required hereunder, including general fund moneys, impact fees as appropriate for the constructed improvements or other funds available to pay for the construction of capital improvements. City's obligation to reimburse Developer pursuant to this section shall survive the expiration of the Term and any Extended Term.

ARTICLE 8 AMENDMENT OF AGREEMENT AND PROJECT APPROVALS

8.1 Amendment by Written Consent. Except as otherwise expressly provided herein (including Section 6.1 relating to City's annual review and Section 12.1 relating to termination in the event of a breach), this Agreement may be terminated, modified or amended only by mutual written consent of the Parties hereto or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868.

8.2 Major Amendments to Agreement. Any amendment to this Agreement which affects or relates to (a) the Term; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of the use of the Property or the maximum height or size of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a "Minor Amendment" and shall not, except to the extent otherwise required by Applicable Law, require notice of public hearing before the Parties may execute an amendment hereto. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Amendment or a Minor Amendment.

8.3 Minor Amendment. The City Manager or his or her designee shall have the authority to review and approve amendments to this Agreement provided that such amendments are not Major Amendments.

8.4 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors in interest.

8.5 Subsequent CEQA Review. No additional CEQA documentation shall be required unless Developer proposes substantial changes in the Project that result in unmitigated environmental impacts beyond those analyzed in the Prior CEQA documents or in the Prior CEQA Analysis. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, at Developer's expense, shall conduct such additional CEQA review as expeditiously as possible.

ARTICLE 9 INSURANCE, INDEMNITY AND COOPERATION IN THE EVENT OF LEGAL CHALLENGE

9.1 Insurance Requirements. Developer shall procure and maintain, or cause its contractor(s) to procure and maintain, until the earlier of (a) the expiration of this Agreement; or (b) the completion of the Project, a commercial general liability policy in an amount not less than two million (\$2,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of one million (\$1,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. Developer's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the City in its sole discretion. Developer shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required hereunder, and City Parties shall be named as additional insured parties in such policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developer. Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

9.2 Indemnity and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City Parties from and against any and all Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from the development or construction of the Project by or on behalf of Developer, and/or from any other acts or omissions of Developer under this Agreement, whether such acts or omissions are by Developer or any of Developer's contractors, subcontractors, agents or employees, except to the extent such Claims arise from the sole active negligence or willful misconduct of City or City Parties.

9.3 Defense and Cooperation in the Event of a Litigation Challenge. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Project Approvals (“**Litigation Challenge**”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (a) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (b) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice in any such action or proceeding with the reasonable costs of such representation to be paid by Developer; (c) Developer shall reimburse City, within ten (10) business days following City’s written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City’s administrative, legal, and court costs and City Attorney oversight expenses; and (d) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys’ fees or cost awards, including attorneys’ fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to City’s approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so.

9.4 Prevailing Wages. Without limiting the foregoing, Developer acknowledges the requirements of California Labor Code Section 1720, *et seq.*, and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“**Prevailing Wage Laws**”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects, as defined. If work on off-site improvements pursuant to this Agreement is being performed by Developer as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is \$1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws. Developer understands and agrees that it is Developer’s obligation to determine if Prevailing Wages apply to work done on the Project or any portion of the Project. Upon Developer’s request, the City shall provide a copy of the then current prevailing rates of per diem wages. Developer shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work subject to Prevailing Wage Laws, and shall post copies at the Developer’s principal place of business and at the Property. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Developer to comply with the Prevailing Wage Laws associated with any “public works” or “maintenance” projects associated with Project development.

ARTICLE 10 TRANSFER AND NOTICE

10.1 Transfer. Because of the necessity to coordinate development of the entirety of the Property pursuant to plans for the Project, particularly with respect to the provision of on- and off-site public improvements and public services and benefits, certain restrictions on the right of Developer to Transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement.

10.1.1 Developer agrees to and accepts the restrictions set forth in this Section 10.1 as reasonable and as a material inducement to City to enter into this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

10.1.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the completion of the Project and all of Developer's obligations under this Agreement; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the completion of the Project and such obligations under this Agreement. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Section 10.1 shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

10.1.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the completion of the Project and Developer's obligations under this Agreement, other than a Permitted Transfer for which no notice shall be required. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

10.1.4 Once the Developer has completed all its obligations under Article 5 of this Agreement, including but not limited to payment of the full Affordable Housing Payment, and

received a final certificate of occupancy for the Project, this Section 10.1 shall no longer apply to Transfers by Developer. City acknowledges that in the event Developer has completed all obligations under Article 5 except for making the Second Housing Payment, and Developer intends to make the Second Housing Payment concurrently with the Transfer of the Project, City shall not have discretion to approve or deny such transfer except to require the making of the Second Housing Payment concurrent with the Transfer, and Developer shall still be obligated to notify City of such Transfer in accordance with this Section 10.1.

10.2 Successive Transfer. In the event there is more than one Transfer under the provisions of this Article 10, the provisions of this Article 10 shall apply to each successive Transfer.

ARTICLE 11 MORTGAGEE PROTECTION

11.1 Mortgagee Protection. Neither entering into this Agreement nor a breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. Nothing in this Agreement shall prevent or limit Developer, at its sole discretion, from granting one or more Mortgages encumbering all or a portion of Developer's interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Developer shall provide the City with a copy of the deed of trust or mortgage within ten (10) days after its recording in the official records of Napa County; provided, however, that Developer's failure to provide such document shall not affect any Mortgage, including without limitation, the validity, priority or enforceability of such Mortgage.

11.2 Mortgagee Not Obligated. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with this Agreement and the other Project Approvals nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals. Except as otherwise provided in this Section 11.2, all of the terms and conditions contained in this Agreement and the other Project Approvals shall be binding upon and effective against and shall run to the benefit of any person or entity, including any Mortgagee, who acquires title or possession to the Property, or any portion thereof.

11.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City agrees to use its diligent, good faith efforts to deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default given to Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default

claimed or the areas of noncompliance set forth in City's Notice of Default. If a Mortgagee is required to obtain possession in order to cure any Default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure, but in no event may this period exceed 120 days from the date the City delivers the Notice of Default to Developer.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

ARTICLE 12 DEFAULT; REMEDIES; TERMINATION

12.1 Breach and Default. Subject to Permitted Delays or by mutual consent in writing, and except as otherwise provided by this Agreement, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a "**Default**." In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which the Default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the Default within thirty (30) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is non-monetary and such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no Default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under this Agreement.

12.2 Failure to Cure Default Procedure. If after Default or Notice of Breach, the Planning and Building Director finds and determines that Developer remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Planning and Building Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or an Assignee, as the case may be, has not cured default pursuant to this Section, and that the City shall terminate or modify this Agreement, Developer shall be entitled to appeal that finding and determination to the City Council in accordance with Section 12.10 below. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

12.3 Withholding of Permits. In the event of a Default by Developer, or following notice of breach to Developer pursuant to Section 12.1 above and during/following the cure period

provided therein, upon a finding by the City Manager that Developer is in breach, City shall have the right to refuse to issue any permit or other Subsequent Approvals to which Developer would otherwise have been entitled pursuant to this Agreement until such Default or breach is cured. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

12.4 Termination. In the event of an uncured Default by a Party, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code section 65868 and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 12.12.

12.5 Specific Performance for Violation of a Condition. If City issues a Project Approval pursuant to this Agreement in reliance upon a specified condition being satisfied by Developer in the future, and if Developer then fails to satisfy such condition, City shall be entitled to specific performance for the purpose of causing Developer to satisfy such condition. If City issues a Project Approval pursuant to this Agreement and Developer fulfills its obligations under this Agreement in reliance upon a specified condition being satisfied by the City in the future, and if the City then fails to satisfy such condition, Developer shall be entitled to specific performance for the purpose of causing City to satisfy such condition.

12.6 Legal Actions.

12.6.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the limitation of damages in Section 12.7, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for Napa County, California, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

12.6.2 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon CS Lawyer's Incorporating Service, Developer's registered agent for service of process, or in such other manner as may be provided by law.

12.7 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude

the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

12.8 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages, including without limitation, actual, consequential or punitive damages, for any Default under this Agreement. It is expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

12.9 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 12.9 shall in any way be interpreted as requiring that Developer, City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

12.10 Remedies upon Transfer or Assignment. Notwithstanding anything to the contrary contained in this Article 12, if Developer has transferred all or a portion of its interest in the Property pursuant to Section 10.1 above, then the City may only exercise its remedies under this Article 12 against the defaulting Developer or Assignee and such party's portion of the Property.

12.11 Appeals to City Council. Where an appeal by Developer to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, that appeal shall be taken, if at all, within twenty (20) days after the mailing of the finding and/or determination to Developer. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after the mailing, or within any additional period as may be agreed upon by Developer and the Council.

12.12 Surviving Provisions. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Article 9.

ARTICLE 13 **GENERAL PROVISIONS**

13.1 Covenants Binding on Successors and Assigns and Run with Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5.

13.2 Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Developer as follows:

If to the City:	City Clerk City of St. Helena 1572 Railroad Avenue St. Helena, CA 94574
with a copy to:	City Attorney City of St. Helena 1572 Railroad Avenue St. Helena, CA 94574
If to Developer:	LMR Destinations LLC Attn: Ted Hall P.O. Box 477 Rutherford, CA 94573
with a copy to:	Rob Anglin Holman Teague Roche Anglin, LLP 1455 First Street, Suite 217 Napa, CA 94559 Telephone: (707) 927-4280

Notices are deemed effective if delivered by certified mail, return receipt requested, or commercial courier, with delivery to be effective upon verification of receipt. Any Party may change its respective address for notices by providing written notice of such change to the other Parties.

13.3 Permitted Delays. Performance by either of the Parties of an obligation hereunder shall be excused during any period of “**Permitted Delay**.” Permitted Delay shall mean delay beyond the reasonable control of a Party caused by (a) calamities, including without limitation earthquakes, floods, and fire; (b) civil commotion; (c) riots or terrorist acts; (d) strikes or other forms of material labor disputes; (e) shortages of materials or supplies; or (f) vandalism. A Party’s

financial inability to perform or obtain financing or adverse economic conditions generally shall not be grounds for claiming a Permitted Delay. The Party claiming a Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay, the specific grounds of the same and the anticipated period of the Permitted Delay within thirty (30) business days after the occurrence of the conditions which establish the grounds for the claim. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. The period of Permitted Delay shall last no longer than the conditions preventing performance. In no event shall any Permitted Delay extend the Term of this Agreement.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

13.6 Construction of Agreement. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

13.7 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

13.8 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case any Party may terminate this Agreement by providing written notice thereof to the other Party.

13.9 Time is of the Essence. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California.

13.10 Extension of Time Limits. The time limits set forth in this Agreement may be extended by mutual consent in writing of the Parties in accordance with the provisions of this Agreement.

13.11 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City.

13.12 Entire Agreement. This Agreement (including all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Agreement.

13.13 Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in Default of the performance of its obligations, or if in Default, to describe therein the nature and extent of any such Defaults. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs expended by the City Attorney's Office in connection therewith. The City Manager shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The City Manager shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the thirty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate.

13.14 Recordation of Termination. Upon completion of performance of the Parties or termination of this Agreement, a written statement acknowledging such completion or termination shall be recorded by City in the Official Records of Napa County.

13.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

13.16 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the

businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

13.17 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including Mortgagees. No other person shall have any right of action based upon any provision in this Agreement.

13.18 Governing State Law. This Agreement shall be construed in accordance with the laws of the State of California, without reference to its choice of law provisions.

13.19 Recordation. As provided in Government Code Section 65868.5, the City Clerk of St. Helena shall record a copy of this Agreement with the Registrar-Recorder of the County of Napa within ten (10) days following its execution by both Parties. Developer shall provide the City Clerk with the fees for recording prior to or at the time of recording.

13.20 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

- Exhibit A: Property Description
- Exhibit B: Site Map
- Exhibit C: Project Description
- Exhibit D: Existing Approvals
- Exhibit E: Applicable Law & Project Approval Excerpts
- Exhibit F: Mills Lane Improvements
- Exhibit G: Storm Drain Improvements
- Exhibit H: La Fata Sidewalk Improvements

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____

Mark Prestwich, City Manager

[Signature must be notarized]

ATTEST:

By: _____

Cindy Tzafoopoulos, City Clerk

I hereby certify that this is a true and exact copy of the original record on file with the City of St. Helena, County of Napa, State of California.

Attest

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

Cindy Tzafoopoulos, City Clerk

Date: 11/20/20

DEVELOPER:

LMR DESTINATIONS LLC, a California limited liability company

By: Long Meadow Ranch Partners, L.P.
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

By: _____

Ted W. Hall,
Its Manager

[Signature must be notarized]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____

Mark Prestwich, City Manager

[Signature must be notarized]

ATTEST:

By: _____

Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney

DEVELOPER:

LMR DESTINATIONS LLC, a California limited liability company

By: Long Meadow Ranch Partners, L.P.
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

By: _____

Ted W. Hall,
Its Manager

[Signature must be notarized]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Napa

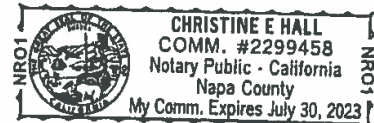
On this 17th day of November, 20__ before me, Christine E. Hall,
Notary Public, personally appeared Ted W Hall, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christine E Hall

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Napa

On this 19 day of November, 2020 before me, Sophia E. Johnson,
Notary Public, personally appeared Mark Prestwich, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Sophia E. Johnson (Seal)

EXHIBIT A

That certain property located in the City of St. Helena, County of Napa, California, described as follows:

PARCEL TWO, as shown on the map entitled "Parcel Map of the Lands of Carl Doumani", filed March 18, 2009, in Book 26 of Parcel Maps at page(s) 22-23, in the office of the County Recorder of Napa County.

APN: 009-070-049

Commencing at the most southerly corner of Parcel Four as shown in Book 26 of Parcel Maps at pages 22 through 23, recorded on March 18, 2009 in the office of the Napa County Recorder; thence along the southwesterly line of said Parcel Four and the southwesterly line of Parcel One of said Parcel Map North 58°45'00" West 469 feet to the TRUE POINT OF BEGINNING; thence continuing along the southwesterly line of said Parcel One North 58°45'00" West 171 feet to the northwest corner thereof; thence along the lines of said Parcel One North 31°15'00" East 575.38 feet, South 58°45'00" East 640 feet and South 31°15'00" West 25.00 feet to the southeasterly corner of Parcel Three of said Parcel Map; thence along the common line between said Parcels Three and One and the northwesterly extension thereof North 58°45'00" West 469.00 feet; thence South 31°15'00" West 550.38 feet to the true point of beginning.

APN: 009-070-052

Beginning at the most southerly corner of Parcel Four as shown in Book 26 of Parcel Maps at pages 22 through 23, recorded on March 18, 2009 in the office of the Napa County Recorder; thence along the southwesterly line of said Parcel Four and the southwesterly line of Parcel One of said Parcel Map North 58°45'00" West 469 feet; thence leaving said southwesterly line North 31°15'00" East 374.38 feet to the northwesterly extension of the common line between said Parcel Four and Parcel Three of said Parcel Map; thence along said extension and said common line South 58°45'00" East 469 feet; thence South 31°15'00" West 374.38 feet to the point of beginning.

APN: 009-070-053

Beginning at the most southerly corner of Parcel Three as shown in Book 26 of Parcel Maps at pages 22 through 23, recorded on March 18, 2009 in the office of the Napa County Recorder, said southerly corner also being the most easterly corner of Parcel Four of said Parcel Map; thence along the common line between said Parcels Three and Four and the northwesterly extension thereof North 58°45'00" West 469 feet; thence North 31°15'00" East 176 feet to the northwesterly extension of the common line between said Parcel Three and Parcel One of said Parcel map; thence along said extension and common line South 58°45'00" East 469 feet to the most easterly corner of said Parcel Three; thence along the southeasterly line of said Parcel Three South 31°15'00" West 176 feet to the point of beginning.

APN: 009-070-054

EXHIBIT B

SITE MAP



Lodging Site Plan
Farmstead at Long Meadow Ranch
St. Helena, California

Figure 3

EXHIBIT C

PROJECT DESCRIPTION

Long Meadow Ranch Lodging Project – 1000 Mills Lane

The applicant is requesting approval of a use permit, design review, lot line adjustment, lot merger, variance, water agreement, and development agreement in order to construct a 65 room hotel spread throughout 10 individual buildings that are configured with either 6 or 7 guest rooms per building. The lodging buildings will total approximately 32,100 square feet and will be single story with a maximum height of 29 feet. The lodging component of the Project would occur on approximately 6.1 acres of an overall 10 acre site; the remaining 3.9 acres would continue to be used for agricultural purposes.

Each guest room will have two bicycles assigned and stored at the room for guests' exclusive use. In addition, staffed courtesy electric-powered carts will also be available to ferry guests between properties. EVA charging stations will be provided for guests' vehicles and the Project's courtesy vehicles. Throughout the lodging portion of the property, farming will continue with an edible landscape of herbs, fruit and citrus trees, and vegetables planted along the pathways. The perimeter of the property will be lined two- and three-deep with fruit trees, creating a commercial fruit orchard, as well as providing a visual buffer to Main Street and Mills Lane. In addition to the lodging buildings described above, the Project includes the following components:

A 9,882 sf multi-purpose building with the following amenities:

- Guest reception and administration area;
- Office space;
- A bar and lounge area;
- A meeting/classroom with a demonstration kitchen primarily for lodging guests, however cooking and food preparation classes will also be open to the public on a scheduled and by appointment basis;
- A commercial kitchen which will prepare daily breakfast, assemble room service meals, provide prep for cooking demonstrations, and support the daily chef's table featuring wine and food pairings for up to 20 people per sitting. The Chef's Table will service both lodging guests and also be open to the public by reservation only;
- Outdoors areas for lodging guest use only; and
- Staff facilities located in the multi-purpose building will include a break room, restrooms, lockers and showers, and covered bicycle parking.

Additional Facilities and Buildings:

- A 3,452 sf utility and service building which would include a bicycle center for guests, housekeeping, pool support and a green energy facility. This building would also accommodate a small laundry area serving incidental needs for the pool, gym, spa and lodging.
- A 3,114 sf spa building which would include four treatment rooms and two saunas;
- A 2,652 sf pool and fitness building which would include a gym, lockers, and showers;
- Two outdoor pools, including one children's pool, would be located in-between the three buildings; and
- Two (2) 1,000 sf agricultural barns in the northeast corner of the agriculturally zoned area will house tractors, farm equipment and will accommodate repair and maintenance activities.

<u>Proposed Floor Area Summary:</u>	
	<u>PROPOSED (gsf)</u>
Guest Lodging	32,100
Multi-purpose Building	9,882
Pool & Fitness Building	2,652
Spa Building	3,114
Utility Building	3,452
Agricultural Barns	2,000
TOTAL:	53,200 sf

The spa, pool and fitness building and associated pools would be for use by lodging guests only. Construction of the buildings described above would result in approximately 53,200 sf of new commercial floor area on the currently vacant property.

Employment: On average up to 65 employees, split into 3 shifts will work daily at the property. If employees travel to work by automobile, they will park at the supplemental parking lot located at McCormick and Dowdell. Secure covered bicycle storage, showers and lockers will also be provided for employees. A transportation demand manager (TDM) will be appointed to

facilitate employee car-pooling and other programs to reduce vehicle miles traveled (VMT). Ten employees already working at the current restaurant will support breakfast and room service at the lodging facility. An additional 11 employees will be added to the existing marketing, sales, reservations and support services already operating for Farmstead at Long Meadow Ranch (these employees will work at the LMR offices at 801 Main Street, St. Helena).

Access and Parking: Automobile access to the lodging facilities will be from Mills Lane.

Mills Lane will be realigned with Grayson Avenue at Highway 29 and widened to accommodate two lanes of traffic and parallel parking on both sides of the street. In addition, a 10' class 1 sidewalk and landscaping strip will be added on the north side of the street to accommodate pedestrian and bicycle traffic. Stop signs will be added at the north end of La Fata and at the exit from the Lodging driveway entrance. With the improvements of Mills Lane, a proper connection to La Fata will be completed at the same time. Also, a sidewalk will be added to the west side of La Fata. LMR will complete the construction of the Mills Lane and La Fata Street improvements prior to the opening of the lodging with costs allocated per the Highway 29 Specific plan, development agreement and conditions of approval.

The entrance to the registration parking court and parking lot will be aligned with La Fata Street. There will be 80 onsite parking spaces. All employee parking will be at the supplemental lot located at McCormick and Dowdell. Employees will not be allowed to park on site or on neighboring side streets. The applicant will provide an on-call shuttle for employees to both sites when needed at night. Secure bicycle parking will also be available for general public guests not staying at the lodging.

Water: The lodging and related facilities' needs for potable water (identified as approximately 5.8 acre-feet annual requirement) will be fulfilled through a connection to the City of St. Helena water system. Existing on-site non-potable wells will service all agricultural and landscaping activities. The pool will initially be filled by water from outside the City of St. Helena. To achieve the City's requirements for water neutrality the Developer and City have negotiated for Developer to provide an innovative program to achieve water neutrality through the Development Agreement. As set forth in the terms of the Development Agreement, the Developer has agreed to construct and install recycled water infrastructure (i.e., purple pipe) in Mills Lane extending from Highway 29 easterly to the eastern end of Mills Lane. As the City's wastewater treatment plant transitions to tertiary treatment, the City plans to implement a water recycling system that would allow for use of recycled water for irrigation and landscaping purposes. The piping that the Developer has agreed to install will, at a minimum, provide the ability to irrigate the landscaping at Crane Park and the fields at St. Helena Elementary School with recycled water, which would provide projected annual water savings of more than two times the annual water usage for the lodging project. Developer has agreed to fund these improvements at a cost of up to \$256,549, which is more than \$100,000 more than the in-lieu fees that Developer would pay under the City's water neutrality ordinance (the in-lieu fee would have been \$142,341.73). In addition to the Development Agreement, the applicant will enter into a water agreement that will set a cap on allowable water usage for the project and require that the applicant construct the recycled water improvements described in this section.

EXHIBIT D
EXISTING APPROVALS

83578.00106\33448026.1

Exhibit D

CITY OF ST. HELENA

ORDINANCE NO. 2020-9

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ST. HELENA APPROVING A
DEVELOPMENT AGREEMENT WITH LMR
DESTINATIONS, LLC RELATING TO THE
FARMSTEAD LODGING PROJECT AT 1000 MILLS
LANE**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of St. Helena (the "City") has enacted regulations encompassed in St. Helena Municipal Code Chapter 17.156 (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, in accordance with the Development Agreement Statute and the Development Agreement Regulations, LMR Destinations, LLC, a California limited liability company (the "Developer") has applied to the City for certain land use entitlements and a development agreement for the development of the Farmstead Lodging Project, a 65 room single story hotel project, which in addition to the guest rooms includes a multi-purpose building for guest reception/administration, a bar and lounge area, meeting/classroom with demonstration kitchen, commercial kitchen and staff facilities; a utility and service building; a spa building; a pool and fitness building; two outdoor pools; two agricultural barns; and approximately 3.9 acres of land used for agricultural purposes (the "Project"); and

WHEREAS, on October 13, 2020, the City Council approved Resolution No. 2020-100 adopting a Mitigated Negative Declaration for the Project (the "Mitigated Negative Declaration"), finding there is no substantial evidence in support of a fair argument that the proposed Project will have a significant, adverse impact on the environment with the mitigation measures proposed and adopting a resolution approving Design Review, Use Permit, Lot Line Adjustment, Lot Merger, Variance and Water Agreement (the "Project Entitlements") for the Farmstead at Long Meadow Ranch Project at 1000 Mills Lane; and

WHEREAS, Developer desires to carry out the development of the Project consistent with the General Plan, the Highway 29 Specific Plan and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure both the City and the Developer that the Project will proceed as proposed and that the public improvements and other amenities and funding obligations of the Developer will be accomplished as proposed; and that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, the Planning Commission of the City held a duly noticed public hearing on August 18, 2020 on the Mitigated Negative Declaration, Project Entitlements and the Development Agreement, during which public hearing the Planning Commission received comments from the Developer, City staff, and members of the general public and made a recommendation to the City Council on the adoption of the Mitigated Negative Declaration and approval of the Project Entitlements and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council held a duly noticed public hearing on October 13, 2020 on the Mitigated Negative Declaration, Project Entitlements and the Development Agreement, during which public hearing the City Council received comments from the Developer, City staff, and members of the general public.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to the Development Agreement Regulations.

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines that the provisions of the Development Agreement are consistent with the General Plan and Highway 29 Specific Plan. Specifically, the Project to be developed pursuant to the Development Agreement is consistent with the land use designations for the parcel upon which the Project will be developed. The lodging component of the Project will be constructed on the portion of the parcel that is within the City's Urban Limit Line and is designated as Service Commercial (SC), where lodging is an allowable use. The portions of the parcel that are outside the Urban Limit Line will remain in agricultural use, consistent with the requirements of the General Plan. The Project will further numerous policies of the General Plan as more

specifically enumerated in the City staff reports prepared for this Ordinance, in that the Project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities. The Project would enhance the character in the SC district by redeveloping an under-utilized site in the commercial district. The Project would also be oriented toward an upscale market, consistent with the Napa Valley's reputation as a producer of world-class wines. Further, the Project is consistent with the Highway 29 Specific Plan and would implement its direction by providing for the realignment of Mills Lane with Grayson Avenue consistent with the goals of the Highway 29 Specific Plan.

SECTION 4. The foregoing findings and determinations are based upon the following:

- (a) The Recitals set forth in this Ordinance, which are deemed true and correct;
- (b) The City's General Plan;
- (c) The City's Highway 29 Specific Plan;
- (d) Resolution No. 2020-100, adopted by the City Council on October 13, 2020, making findings as to the Mitigated Negative Declaration for the Project, including the Statement of Findings and the Mitigation Monitoring and Reporting Program, and adopted a resolution approving Design Review, Use Permit, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement for Mills Lane, approved by and incorporated in said Resolution, which Resolution and exhibits are incorporated herein by reference as if set forth in full;
- (e) Resolution No. ___ of the Planning Commission of the City of St. Helena recommending that the City Council approve a Development Agreement with LMR Destinations, LLC relating to the Farmstead Lodging Project;
- (f) All City staff reports (and all other public reports and documents) prepared for the City Council, relating to the Development Agreement and other actions relating to the Property;
- (g) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the Property; and
- (h) All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto.

SECTION 6. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 8. This ordinance shall become effective on and after the thirtieth (30th) day following its adoption.

SECTION 9. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of applicable law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting of the City Council held on the 27th day of October, 2020 by the following vote:

Mayor Ellsworth:	<u>Yes</u>
Vice Mayor Dohring:	<u>Yes</u>
Councilmember Chouteau:	<u>Yes</u>
Councilmember Knudsen:	<u>Yes</u>
Councilmember Koberstein:	<u>Yes</u>




Geoff Ellsworth, Mayor

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 13th day of October, 2020 by the following vote:

Mayor Ellsworth: Yes
Vice Mayor Dohring: Yes
Councilmember Chouteau: Yes
Councilmember Knudsen: Yes
Councilmember Koberstein: Yes


Cindy Tzaopoulos, City Clerk

EXHIBIT A

Farmstead Development Agreement

[Inserted behind this cover page]

CITY OF ST. HELENA

RESOLUTION NO. 2020-100

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPTING A
MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND
REPORTING PROGRAM, AND ADOPTING A RESOLUTION APPROVING DESIGN
REVIEW, A USE PERMIT, A LOT LINE ADJUSTMENT, A LOT MERGER, A
VARIANCE, AND A WATER AGREEMENT FOR THE FARMSTEAD AT LONG
MEADOW RANCH PROJECT AT 1000 MILLS LANE IN THE CITY OF ST. HELENA,
CALIFORNIA**

PROPERTY OWNER: LMR Destinations LLC

APN: 009-070-49,52,53,54

Recitals

1. LMR Destinations LLC has submitted applications to the City of St. Helena for a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, Water Agreement and Development Agreement approval in order to construct an new 65 room hotel and associated facilities at 1000 Mills Lane in the Service Commercial and Twenty-acre Agriculture districts as described below:
 - A 9,882 sf multi-purpose building; and
 - A 3,452 sf utility and service building; and
 - A 3,114 sf spa building; and
 - A 2,652 sf pool and fitness building; and
 - Two outdoor pools, including one children's pool; and
 - Two (2) 1,000 sf agricultural barns.
2. Pursuant to CEQA Guidelines Sections 15072 and 15073, a Draft Mitigated Negative Declaration and included Initial Study was circulated for public review and comment from May 29, 2020 until June 29, 2020; and
3. The Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a number of potentially significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and
4. Whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation; and
5. A public notice was published in the Napa Valley Register and mailed to residents and occupants within 300 feet of the project site in compliance with state and local law; and
6. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on September 14, 2020 and September 17, 2020; and
7. At conclusion of the meeting on September 17, 2020, the Planning Commission recommended that the City Council of the City of St. Helena adopt the Mitigated

Negative Declaration and Mitigation Monitoring and Reporting Program and approve a Use Permit, Design Review, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement approving a Development Agreement thereby authorizing the modifications described in the staff report and the reviewed plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

- A. In reviewing the findings in this Resolution, the City Council relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.
- B. **CEQA Findings:**
 - 1. The City Council has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration, public comments, and all other information in the record and has considered the information contained therein, prior to acting upon or approving the Project; and
 - 2. The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
 - 3. On the basis of the whole record, there is no substantial evidence that the Project as designed, conditioned, and mitigated, will have a significant effect on the environment; and
 - 4. The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project.
 - 5. Based on the foregoing, the City Council approves the Initial Study/Mitigated Negative Declaration and adopts the Mitigation Monitoring and Reporting Program for the Project.
 - 6. The custodian of the documents and other materials that constitute the record of proceedings is Cindy Tzafopoulos, City Clerk and may be inspected at 1572 Railroad Avenue, St. Helena, CA 94574.
- C. In accordance with the design review criteria identified in SHMC Section 17.164.030, the City Council finds that the project demonstrates the following:
 - 1. *Consistency and compatibility with applicable elements of the General Plan and Highway 29 Specific Plan in that the proposed structures are consistent with the intent of applicable General Plan and Highway 29 Specific Plan policies pertaining to development in the Service Commercial and Agricultural Districts.*
 - 2. *Compatibility of design with the immediate environment of the site in that the project has been designed to be compatible with the surrounding environment.*
 - 3. *Relationship of the design to the site is found to be consistent in that the project has been designed to be compatible with the site and the surrounding area.*

4. That the design is compatible in areas considered by the board as having a unified design or historical character in that the project has been designed to be compatible with the site and the surrounding area.
 5. That the design promotes harmonious transition in scale and character in areas between different designated land uses in that the project is of a similar scale and character to other development in the immediate area.
 6. Compatibility with future construction both on and off the site in that the proposed project will blend in with existing and future construction in the immediate vicinity.
 7. That the architectural design of structures and their materials and colors are appropriate to the function of the project in that the project has been professionally designed to suit the site and its surroundings.
 8. That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community in that the improvements have been designed to be compatible with the site and its surroundings.
 9. That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures in that landscaping and open space will enhance the overall appearance of the property and the immediate vicinity.
 10. That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles in that access to the site will be provided via a realigned Mills Lane. Additional pedestrian connectivity will be provided by new sidewalks on LaFata Street and a pedestrian path connecting the property to 738 Main Street.
 11. That natural features are appropriately preserved and integrated with the project in that the project has been designed to be compatible with the site and its surroundings.
 12. That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions in that the proposed siding, colors, and roofing materials are consistent with the site context and compatible with surrounding design.
 13. That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site in that project landscaping and open space will enhance the project site and its surroundings.
 14. That sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials in that project related construction is required to meet all California Building Codes and City of St. Helena development standards.
- D. In accordance with SHMC Section 17.168.050, the City Council adopts the following use permit findings to support the motion to recommend approval of the use permit:

1. *That the proposed uses would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community in that proposed uses are related to a new hotel and would largely occur indoors within new buildings.*
2. *That the proposed uses would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties in that the proposed project is subject to City noise regulations and is not anticipated to produce frequent noise audible beyond the property line.*
3. *That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan as traffic related impacts have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
4. *That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection in that impacts to these services have been identified in the Mitigated Negative Declaration and been determined to be less than significant.*
5. *That the proposed uses would provide adequate ingress and egress to and from the proposed location in that ingress and egress to the project site would be provided via a realigned Mills Lane.*
6. *That allowing the proposed uses would not conflict with the City's goal of maintaining the economic viability of a local serving economy in that the proposed project would be consistent with General Plan Update 2040 policies.*
7. *That the proposed uses would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located as the proposed project is consistent with the intent of the Service Commercial and A-20 zoning districts.*
8. *That the proposed uses would not be in conflict with the City's General Plan in that the project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities.*
9. *That the proposed uses would not be injurious to public health, safety, or welfare in that the proposed uses consist of a new hotel and ancillary facilities and would largely occur indoors within new buildings.*
10. *That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan in that this use permit only applies to this property and to this specific use.*
11. *That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available in that the proposed project has provided required off-street parking.*
12. *That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use in that the project site can adequately be served by existing streets and a realigned Mills Lane.*

- E. In accordance with SHMC Section 17.172.050, the City Council adopts the following findings to support the motion to recommend approval of the variance:
1. *A hardship peculiar to the property, not created by the owner, exists as this requirement doesn't follow modern operational models and creates operational inefficiencies and therefore constitutes a peculiar hardship that is appropriately addressed and may be resolved through consideration of a Variance.*
 2. *Other hotels in the SC district are not burdened by this requirement, therefore, the variance is necessary for the preservation and enjoyment of substantial property rights available to other properties in the same district and vicinity; and that a variance, if granted, would not constitute a special privilege of the recipient not enjoyed by his or her neighbors.*
 3. *The authorization of the variance will not be a substantial detriment to adjacent properties and will not materially impair the purpose and intent of this title or the public interest, or adversely affect the general plan.*
 4. *Inasmuch as there are not a significant number of similar properties in the vicinity or zoning district, it is not reasonably practicable to formulate a general regulation for such condition or situation. In other words, there are not enough hotels to make it necessary or practical to amend the zoning code to address this peculiar situation.*
 5. *An approval of this Variance to allow for a 24/7 365 day/year on-site manager opposed to requiring that a manager physically live on-site will enhance the public health, safety and welfare of the community.*
- F. In accordance with the requirements of SHMC Chapter 16.08, the City Council approves the lot line adjustment and lot merger as described in the staff report.
- G. The City Council approves design review, a use permit, a variance, a lot line adjustment, a lot merger, and a water agreement, for the above-described project located at 1000 Mills Lane subject to the following conditions of approval. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

Planning Department Conditions of Approval

1. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
2. This approval shall be vested pursuant to the development agreement, provided however that the approval may be extended under the terms of the development agreement or for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals.
3. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
4. All required fees, unless otherwise specified in the development agreement, including planning fees, development impact fees, building fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit except as expressly

provided herein. Fees shall be those in effect at the time of the issuance of the building permit.

5. Developer shall make a payment for the purpose of furthering the City's affordable housing goals in accordance with the requirements of Section 5.1.6 entered into by and between Developer and the City for this project. The Development Agreement requires \$1,000,000 to be paid to the City prior to issuance of the building permit, and the remaining \$2,200,000 to be paid at the earlier of (i) Transfer of the Property by Developer, other than a Permitted Transfer ("Transfer" and "Permitted Transfer" are defined in the Development Agreement); (ii) conversion of Developer's construction financing for the Project to permanent financing, or (iii) sixty (60) months after issuance of a final certificate of occupancy for the Project.
6. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
7. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
8. Provided they are in general compliance with this approval and the development agreement, minor modifications may be approved by the Planning and Building Director.
9. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
10. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
11. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on September 14, 2020 and September 17, 2020, and by the City Council on October 13, 2020 except as modified herein.
12. If the property is sold or otherwise conveyed to new owners, the owner or successor in interest is required to notify the Planning Director in writing within 30 days of the change in ownership. The use permit shall then be brought before the Planning Commission for review in order for the City to assess whether operational practices that are different than what is approved in this use permit may occur and whether a use permit amendment is required.

13. For attendees who are not lodging guests, 1) the chef's table and demonstration classes shall occur during off-peak hours, 2) the chef's table is limited to 20 persons per event and 3) the demonstration classes are limited to 40 persons per event.
14. The spa, fitness building, pools, and outdoor seating areas are for the use of guests only.
15. Bar and lounge activities shall comply with the City's noise ordinance.
16. All live and amplified music must comply with applicable City noise regulations.
17. With the exception of handicapped employees, all employees shall park in the off-site supplemental lot; employees shall not park on-site or on neighboring streets.
18. All guests and visitors must park on-site or at applicant provided off-site parking.
19. Planters and tree wells must be bordered by a six-inch high concrete curb or equivalent barrier approved by the City.
20. A minimum of 20% of the subject property must remain maintained landscaping and shall be kept in a weed-free condition.
21. The owner or successor in interest shall notify the City in writing if the lease option for the off-site parking lot to be used for employee parking at Dowdell/McCormick is lost or the lease is otherwise terminated or expires. The owner or successor in interest shall provide evidence that a parking lot with a similar number of parking spaces has been secured (and is approximately the same distance from the project site or applicant provides appropriate transportation from parking to project site).
22. Prior to issuance of a Certificate of Occupancy, the applicant shall designate a Transportation Demand Management (TDM) coordinator to establish programs to ensure VMT by guests and employees are reduced, including, but not limited to, employee car and vanpooling, employer-sponsored transit passes, bicycle-sharing, showers, lockers, secure bike storage, and winery tours for guests with pickup and drop-off at the lodge.
23. Prior to issuance of a Certificate of Occupancy, the developer shall provide verification that an on-call shuttle service is available during all hours as long as there is an off-site employee parking lot.
24. Prior to issuance of a Certificate of Occupancy, the developer shall install a shelter at the off-site Dowdell Lane parking lot.
25. Prior to issuance of a grading permit, the project site shall be adequately fenced and secured to prevent trespassing.
26. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
27. Prior to issuance of a Certificate of Occupancy, the applicant shall provide two (2) courtesy bicycles per guest room.
28. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following

reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

Public Works Department Conditions of Approval

29. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
30. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
31. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Use Permit package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.
32. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. The Developer shall submit a storm drain system design calculations for the project in accordance with City of St. Helena, Napa County and State of California codes in effect at the time of improvement plan submittal. The calculations shall include a hydrology map, hydrology and hydraulic calculations, pipe size calculations, inlet capacity calculations, and other information necessary to support the proposed design.
33. Prior to the issuance of a Certificate of Occupancy, the Developer shall install storm drain Detention system improvements as required to maintain post development 10-year runoff from the pre-development levels. The Developer shall submit storm drain detention system supporting calculations for review and approval prior to improvement plan approval.
34. Prior to the issuance of a Certificate of Occupancy, the Developer shall install detention system inlets sized to pass at minimum the 25-year flows.
35. A grading and drainage plan shall be prepared for the project that includes a design that allows for a 100-year overland release. All graded building pads shall be above the 100-year overland release elevation.

36. The grading plans provided by the Developer for review shall include the existing topography shown with contour lines labeled at one-foot intervals and extending a minimum of 100-feet beyond the limits of the site, or sufficient distance to indicate impacts on adjacent properties.
37. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum
38. Prior to the issuance of a grading permit or building permit (whichever occurs first), the project property owner shall file a Notice of Intent (NOI) with the State Water Resources Control Board and prepare a Construction Storm Water Pollution Prevention Plan (SWPPP). This is required because the overall project grading involves an area of disturbed surface soil that is greater than or equal to one acre, .
39. The Developer shall execute a City of St. Helena Water Agreement with an annual water use cap of 1,953,928 gallons per year prior to issuance of a Building Permit.
40. Due to the new water demand on the City system in the amount of 1,953,928 gallons per year, the Developer shall implement an alternative innovative method of mitigating water use as allowed under Section 13.12.030(B) of the SHMC, and approved by City Council in the Development Agreement prior to certificate of occupancy. The required offsite improvements to offset water demand as required pursuant to the Development Agreement is as follows: The Developer shall construct and install \$256,549 worth of water infrastructure (i.e., purple pipe) in Mills Lane between Highway 29 easterly to the eastern end of Mills Lane. This purple pipe is intended to connect to a future wastewater treatment facility and deliver recycled water to Crane Park's irrigation infrastructure by November 1, 2022, significantly reducing the City's use of potable water. No certificate of occupancy for the Lodging component may be issued, until either the Developer has demonstrated or City has confirmed that either: (a) the water savings from the irrigation of Crane Park with recycled water from the wastewater treatment facility offsets the Lodging component's anticipated water demand, or (b) the Developer has identified and implemented other measures calculated to save potable water in amounts equal to the Project's anticipated use of City water permanently or until recycled water is delivered to Crane Park. Such improvements shall be constructed and approved by the City Engineer in accordance with the terms of the Development Agreement prior to the issuance of a final certificate of occupancy for the Project. Developer may be eligible for partial reimbursement of the costs of construction of the improvements required under this condition in accordance with the terms of the Development Agreement.
41. The Developer shall adhere to the executed Water Agreement with the City and shall incorporate water conservation practices into the proposed project per the Water Availability Analysis prepared by Sherwood Design Engineers, dated May 2, 2017 and the revision dated September 2, 2020. The water conservation requirements shall be replicated in full on the architectural plans.
42. Prior to issuance of a Certificate of Occupancy, all parcels shall be connected to the City of St. Helena municipal water system and installed per City of St. Helena standards.
43. Prior to issuance of a grading or building permit (whichever occurs first) a detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all

permanent post-construction stormwater treatment BMPs shall be prepared by the applicant's engineer and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the *Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual* and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).

44. Prior to the issuance of a Certificate of Occupancy, a Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted by the applicant's engineer for review and approval by the City Engineer. Once approved, the property owner shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.
45. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELo). MWELo compliance shall be demonstrated as part of the building permit submittal.
46. Prior to issuance of a grading permit, a detailed Soils Investigation/Geotechnical Report shall be prepared by the developer and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
47. Prior to issuance of a grading permit, unless otherwise explicitly permitted, all existing abandoned wells, septic tanks/systems and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Developers project engineer shall provide a letter describing the scope of the search done to make this determination.
48. Per the September 14, 2020 Technical Memo titled "Hydrogeologic Evaluation of Possible Impact of Proposed Irrigation-Supply Pumping on Local Aquifer Systems Proposed Farmstead Lodge Property" by Richard Slade and Associates, the applicant shall adhere to the following:
 - a) Prior to certificate of occupancy, the applicant shall initiate a groundwater monitoring program for the three active onsite wells. This will include frequent, consistent, and accurate monitoring of water levels, frequent monitoring of pumping rates and pumped volumes of groundwater and could also include verifying the accuracy of the existing flow meters in Well #1- PWS and Well #2-IRR. Water level monitoring should continue to utilize pressure transducers set to a depth just above the depth setting of the new pump in Well #1-PWS and Well #2-IRR. A new transducer should be installed and properly calibrated in the Shared well, along with a proper dual reading flow meter that is installed at an appropriate location on the discharge pipe near its wellhead. These transducer installations must include occasional corroboration using a manual water level sounder. The acquired data shall be

- downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; and
- b) Prior to certificate of occupancy, the applicant shall have completed one of the following options on the inactive well:
- i. Shall demolish the inactive well per State and County standards (DWR, Bulletin 74-90); or
 - ii. Leave the inactive well on the parcel as part as a permanent groundwater monitoring well. The acquired data shall be downloaded and reviewed on a quarterly basis by the applicant and submitted to the City Public Works Department on an annual basis by June 30; or
 - iii. Submit the appropriate permit applications to the City and the County to rehabilitate the inactive well in order to utilize it for an emergency back-up supply well. The well will be required to be monitored similarly as the three active wells and submitted to the City Public Works Department on an annual basis by June 30.
49. Prior to the issuance of a grading permit, the site plan shall show the location of any trees within the project area. Provide a tree protection plan for approval by the Public Works Director prior to approval of the building permit. The plan shall be coordinated with any civil grading/drainage/improvement plans.
50. The Developer shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
51. Prior to the issuance of a Certificate of Occupancy, the Developer shall underground all on-site utility lines per St. Helena Municipal Code. The cost of undergrounding shall be the responsibility of the Developer.
52. Due to the economic and engineering infeasibility of undergrounding regional serving overhead power lines, such existing lines may remain on overhead power poles.
53. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
54. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
55. Proposed separations between public water facilities and other utilities shall meet the minimum separations as specified by the Department of Health and the City of St. Helena Public Works Standards.

56. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.
57. Wastewater discharged is subject to all of the requirements and limitations set forth in Chapter 13.24, Wastewater Discharge, of the St. Helena Municipal Code.
58. Prior to the issuance of the first building permit for 1000 Mills Lane, the Developer shall apply for annexation to the St. Helena Municipal Sewer District No. 1. The application shall be completed in accordance with the City of St. Helena's Sewer Annexation Procedures including all annexation, impact, connection, and sewer fees.
59. Prior to issuance of a building permit, in order to confirm the theoretical assumptions in the Theoretical Sewer Capacity provided by Sherwood Design Engineers dated May 2, 2017, the Developer is required to perform 7-day flow monitoring at the downstream sanitary sewer manholes (No. 1-89 and No. 1-94) to verify that the existing sewer pipe has adequate capacity to accommodate the proposed additional flows. Peak sewer flows will not be allowed to exceed 2/3 full pipe. If the proposed wastewater discharge regimen increases peak flows to greater than 2/3 full pipe at the monitored locations and with the current infrastructure, the owner may be subject to paying a share of the cost of sewer upgrades with a dollar amount proportional to the increase in wastewater flow as a result of the site development.
 - c) Concurrent with the building permit application, the Developer shall apply for and obtain a Wastewater Discharge Permit from the Department of Public Works as specified in St Helena Municipal Code Section 13.24.50. The permit conditions will require:
 - a. Discharge flow rate shall not exceed 5,150 gallons per day.
 - b. The onsite force main system shall provide protection from accidental discharge of prohibited materials or other wastes regulated as defined in Chapter 13.24, Wastewater Discharge, of St. Helena Municipal Code. Such facilities shall be provided and maintained at the Owner's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval prior to building permit approval.
 - c. Owner shall continuously maintain records of all daily flows for a rolling three year period. Said records shall be made available to the City for review upon request.
 - d. The City shall have the right to inspect all parts of the onsite force main system at anytime during normal business hours. Failure to take immediate corrective actions on any deficiencies found may result in enforcement actions as provided under the St. Helena Municipal Code or other applicable law.
60. Prior to the issuance of a Certificate of Occupancy, the Developer is required to install a wastewater flow meter measuring the total volume of wastewater leaving the project site, into the City's sewage collection infrastructure, and after installation,

have the wastewater flow meter calibrated yearly. Annual wastewater flow meter calibration records are to be maintained by the project ownership and made available to City staff upon request. The style, design, manufacturer, and location of this meter must be of a form found to be acceptable by the City. The costs associated with the installation and calibration of this meter are required to be fully borne by the Developers, and the results of the flow measurement are to be utilized to determine the amount of the wastewater bills for the uses on site. Said meter is required to be installed and functional prior to occupancy of the project.

61. Prior to issuance of a certificate of occupancy, trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
62. Where applicable, the applicant shall be required to submit to the requirements for annual inspections of food/beverage service establishments and businesses that handle hazardous wastes for illicit stormwater discharges as required by the State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges. The annual stormwater illicit discharge inspections are performed and invoiced by Napa County Department of Environmental Management.
63. Provide details of all proposed fencing, walls, and gates on all plans submitted for building permit review.
64. Prior to Certificate of Occupancy, the Developer shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards.
65. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
66. The Developer shall be required to pay a fair share fee contribution in the amount of 23.3% towards the Dowdell Lane and Highway 29 signalization at the time such improvement is constructed by the City.
67. The Developer shall construct those certain storm drain improvements necessary to extend and improve the storm drain along Mills Lane. These storm drain improvements will serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River. The Storm Drain Improvements shall be designed by City in accordance with the City's long-standing plan for this separate project is contained in City's Storm Drain Master Plan dated September 2000 (*see* Table 4-1) and the Highway 29 Specific Plan (*see* pages 37-39, Exhibit 11). City shall further be responsible for permitting required for the Storm Drain Project, which shall likely include permits from the California Department of

Fish and Wildlife, San Francisco Regional Water Quality Control Board, and the United States Army Corp of Engineers. Developer shall commence construction of the Storm Drain Improvements after the City has secured the permits required for the Storm Drain Improvements, provided, however, that the Storm Drain Improvements shall be completed before the Developer receives final certificate of occupancy for the Project. Upon completion of the storm drain improvements described in this condition, Developer shall be eligible for reimbursement of costs in excess of its proportionate share of costs in accordance with the terms of the Development Agreement.

68. Developer shall construct improvements to Mills Lane, which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the first certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer, and before Developer receives a final certificate of occupancy for the Project.
69. The Developer shall construct all on and offsite improvements in accordance with the improvement plans and supporting calculations that are prepared by a registered civil engineer and reviewed by the City of St. Helena Public Works Department. The improvement plans and supporting calculations shall include detailed designs for all utilities, water, grading, drainage, erosion control and paving.
70. Prior to issuance of a grading or building permit, the Developer shall be required to obtain a City encroachment permit for improvements on public right-of-way.
71. The following offsite improvements shall be installed by the Developer, completed prior to the issuance of a Certificate of Occupancy and will be provided on a separate offsite improvement plan set:
 - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, all required public frontage and street improvements shall be designed and built in accordance with City of St. Helena ordinances, Public Works Department Standard Specifications, and Caltrans requirements.
 - Specific offsite improvements include, in general, pavement widening, realignment of Mills Lane in accordance with the Highway 29 Specific Plan, signal upgrade at Highway 29/Main Street/Grayson Avenue/Mills Lane, signage, striping, street lighting, required accessible pedestrian curb ramps, and a new railroad crossing.
 - The typical half cross section of Mills Lane shall consist of a landscape strip, 10' path, curb and gutter, 8' parking strip, and 12' travel lane.
 - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the City water main from La Fata to the City's 12" water main on Highway 29 and install adequately spaced fire hydrants per the approval of the City's Fire Chief.
 - In accordance with civil site plans prepared by Sherwood Design Engineers, dated May 6, 2019, the Developer shall extend the sewer main on La Fata to the project site.

- As identified in the 2019 Traffic Study by Crane Transportation Group, the Developer shall extend the sidewalk from La Fata Street to Mills Lane with a crosswalk to the project site. The La Fata Sidewalk improvements shall further be completed in accordance with the terms of the Development Agreement.
 - The improvement plans shall include a Construction Traffic Control Plan.
 - The improvement plans shall include an Erosion and Sediment Control Plan.
 - The improvement plans shall include a Joint Trench Plan (as necessary).
72. The Developer shall be required to obtain a Caltrans encroachment permit for improvements on and immediately adjacent to Highway 29 as necessary to complete the offsite improvements as outlined above.
73. The Developer shall be required to obtain permits necessary to complete work on the railroad right-of-way as necessary in conjunction with the offsite improvements as outlined above.
74. The Developer shall construct all on and offsite improvements which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the final certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer and before the Developer receives a final certificate of occupancy for the Project.
75. Prior to issuance of a certificate of occupancy, the Developer shall pay traffic impact fees based on the Master Fee Schedule, and the fee will assume all square footage calculated at the lodging rate.
76. Prior to issuance of a certificate of occupancy, the Developer shall demonstrate that water to fill the swimming pools came from outside St. Helena.

Building Department Conditions of Approval

77. A building permit is required for all onsite demolition, construction and/or change of occupancy.
78. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2019 Title 24 codes.
79. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
80. The applicant shall provide a construction waste management plan with the building permit application.
81. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
82. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

83. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

84. Properties which are on septic systems and proposing substantial renovations may require approval from the Napa County Environmental Health Department. Applicants are encouraged to engage with the County early in the building permit review process to reduce the potential for delay.

Fire Department Conditions of Approval

85. Plans submitted for building permit shall exhibit compliance with the current St. Helena Fire Code, as adopted and codified in St. Helena Municipal Code Chapter 15.36.

86. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.

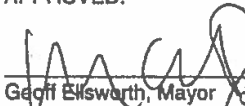
87. One hour minimum fire resistant construction on all exterior walls within 10' of property boundary is required. Fire resistant construction of interior walls shall be determined by type of occupancy.

88. Any gates installed to control vehicular access to a property are required to be setback 30-feet from the property line and/or edge of pavement, whichever is greater. No vehicle gates may be installed without Fire Department and Public Works Department review and explicit approval.

I HEREBY CERTIFY that the City of St. Helena City Council approved the foregoing at a Regular Meeting of the St. Helena City Council on October 13, 2020, by the following vote:

Mayor Ellsworth:	Yes
Vice Mayor Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Chouteau:	Yes
Councilmember Knudsen:	Yes

APPROVED:


Geoff Ellsworth, Mayor



ATTEST:


Cindy Tzafopoulos, City Clerk

Exhibit D (Ord. 2020-9)
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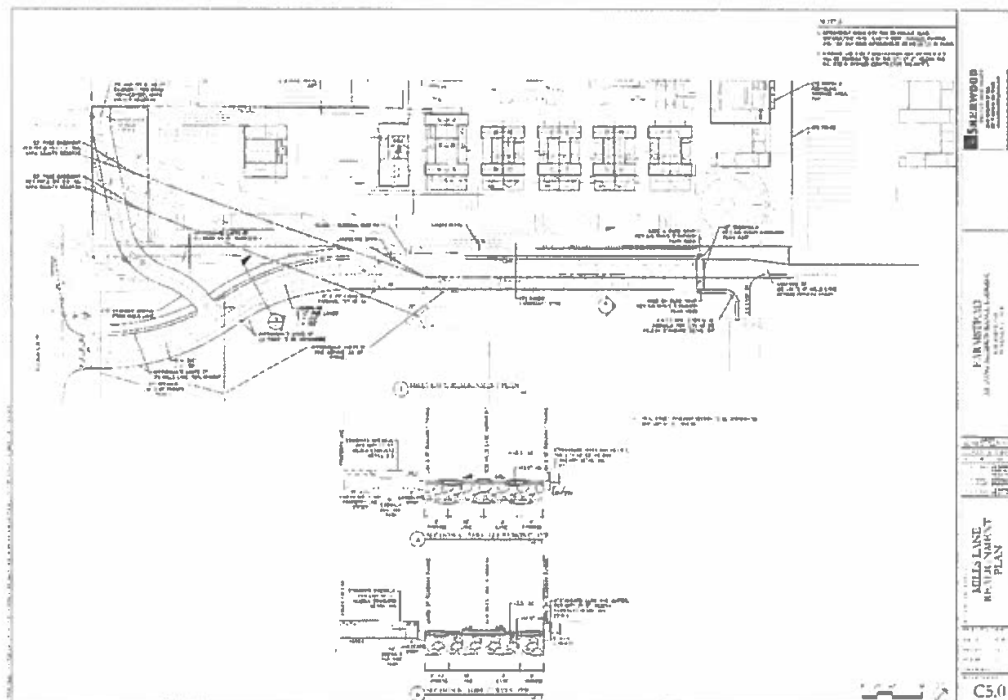
EXHIBIT E

APPLICABLE LAW AND PROJECT APPROVAL EXCERPTS

- St. Helena General Plan Update 2040 as adopted in June 2019, located at:
https://www.cityofstheleena.org/sites/default/files/fileattachments/planning_resources/page/3505/final_plan_compiled.pdf
- Highway 29 Specific Plan as adopted February 22, 2005, located at:
https://www.cityofstheleena.org/sites/default/files/fileattachments/planning_resources/page/2961/highway_29_specific_plan_final_dtd_feb_22_2005.pdf
- St. Helena Zoning Code Chapter 17.52 (Service Commercial (SC) District) effective as of November 26, 2020
- City Council Resolution No. 2020-100 and all conditions of approval contained therein (attached as part of Exhibit E)
- Ordinance No. 2020-9 (attached as part of Exhibit E)
- Farmstead at Long Meadow Ranch Projects Initial Study/Mitigated Negative Declaration (including but not limited to all mitigations measures incorporated therein) as certified by Resolution 2020-100, located at:
<https://www.cityofstheleena.org/planning/page/farmstead-long-meadow-ranch>

EXHIBIT F

MILLS LANE IMPROVEMENTS



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Exhibit F

EXHIBIT G
STORM DRAIN IMPROVEMENTS

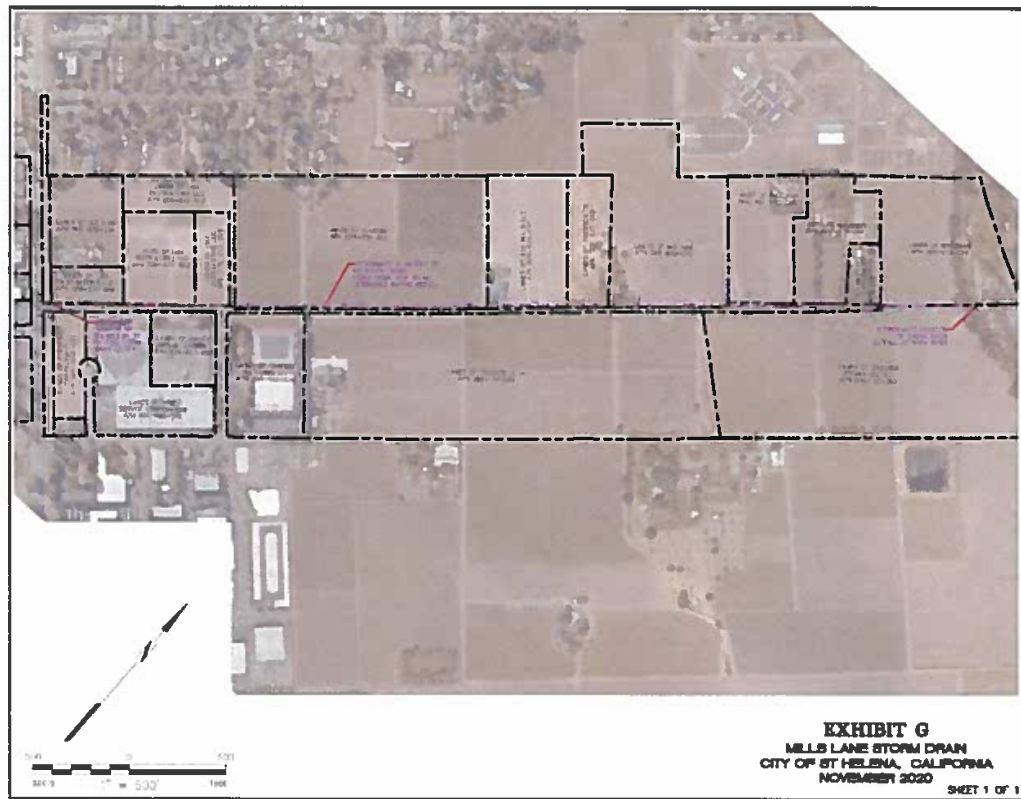
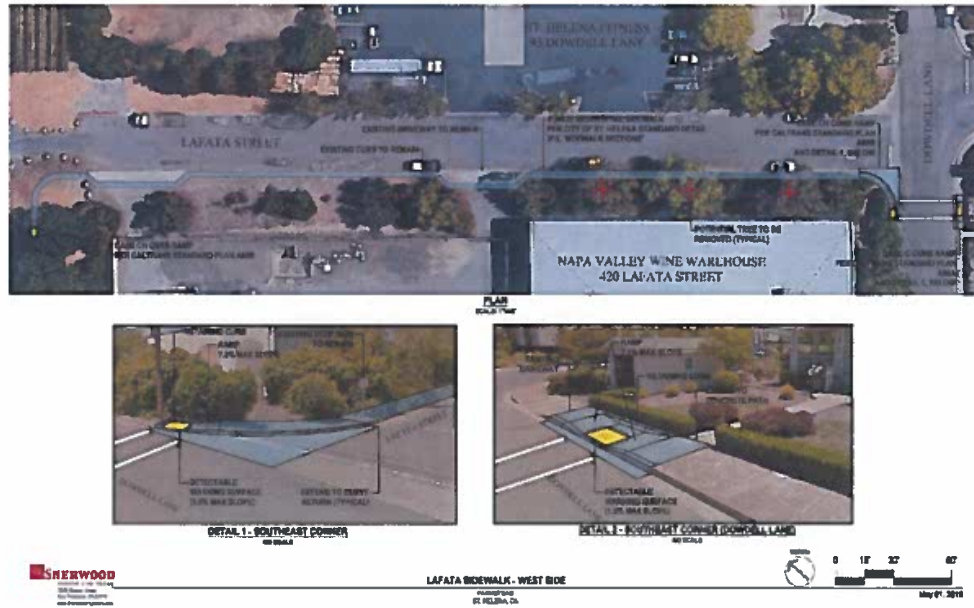


EXHIBIT H LA FATA SIDEWALK IMPROVEMENTS



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Exhibit H

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH LMR DESTINATIONS, LLC RELATING TO THE FARMSTEAD LODGING PROJECT AT 1000 MILLS LANE**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of St. Helena (the "City") has enacted regulations encompassed in St. Helena Municipal Code Chapter 17.156 (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, On October 13, 2020, in accordance with the Development Agreement Statute and the Development Agreement Regulations, the City Council adopted Ordinance No. 2020-9 approving a Development Agreement (the "Development Agreement") with LMR Destinations, LLC, a California limited liability company (the "Developer") for the development of a 65 room single story hotel project, which in addition to the guest rooms includes a multi-purpose building for guest reception/administration, a bar and lounge area, meeting/classroom with demonstration kitchen, commercial kitchen and staff facilities; a utility and service building; a spa building; a pool and fitness building; two outdoor pools; two agricultural barns; and approximately 3.9 acres of land used for agricultural purposes (the "Project"); and

WHEREAS, The Development Agreement required the Developer to construct certain storm drain improvements adjacent to Mills Lane and extending to the Napa River prior to occupancy of the Project; and

WHEREAS, The storm drain improvements are not necessary for the Project. The Project is required to be designed to retain stormwater flows from up to a ten year storm event through on-site detention systems, and stormwater flows from up to a 25 year storm event can be released from the Project site into an infiltration system that will allow such stormwater flows to infiltrate into the ground; and

WHEREAS, City and Developer desire to eliminate the requirement in the Development Agreement to construct the storm drain improvements and instead have Developer provide for an infiltration system in the Mills Lane right of way, and are therefore amending the Development Agreement to replace the requirement to construct the storm drain with a requirement to include an infiltration system within the Mills Lane right of way that will retain storm water runoff from the Project up to a 25 year storm event, all as more specifically set forth in the First Amendment to

Development Agreement by and between City of St. Helena and LMR Destinations LLC as attached hereto as Exhibit A and incorporated herein by this reference (the “Development Agreement Amendment”); and

WHEREAS, the Development Agreement Regulations provide at St. Helena Municipal Code Section 17.156.080 and 17.56.100 that the Planning Commission shall hold a duly noticed public hearing on any proposed development agreement or amendment to a development agreement, and following such public hearing the Planning Commission shall make a recommendation to the City Council on whether or not to approve the development agreement, which recommendation shall include whether or not the development agreement proposed: (a) Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan; (b) is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located; (c) is in conformity with public convenience, general welfare and good land use practice; (d) will be detrimental to the health, safety and general welfare; (e) will adversely affect the orderly development of property or the preservation of property values. The recommendation shall include the reasons for the recommendation;

WHEREAS, the Development Agreement as amended by the Development Agreement Amendment will assure both the City and the Developer that the Project will proceed as proposed and that the public improvements and other amenities and funding obligations of the Developer will be accomplished as proposed; and that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, the Planning Commission held a duly noticed public hearing at a Special Meeting on September 29, 2022, on the Development Agreement Amendment and the Use Permit Amendment during which public hearing the Planning Commission received comments from the Developer, City staff, and members of the general public and recommended approval to the City Council in accordance with Section 17.156.080 of the St. Helena Municipal Code through this Resolution.

WHEREAS, the City Council held a duly noticed public hearing on October 11, 2022 on the Development Agreement Amendment and an associated amendment to the Use Permit for the Project, during which public hearing the City Council received comments from the Developer, City staff, and members of the general public; and

WHEREAS, the City Council desires to approve the requested amendments accordance with Section 17.156.080 of the St. Helena Municipal Code through approval of this Ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement Amendment attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to the Development Agreement Regulations.

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines that the provisions of the Development Agreement Amendment are consistent with the General Plan and Highway 29 Specific Plan. Specifically, the Project to be developed pursuant to the Development Agreement as amended is consistent with the land use designations for the parcel upon which the Project will be developed. The lodging component of the Project will be constructed on the portion of the parcel that is within the City's Urban Limit Line and is designated as Service Commercial (SC), where lodging is an allowable use. The portions of the parcel that are outside the Urban Limit Line will remain in agricultural use, consistent with the requirements of the General Plan. The Project will further numerous policies of the General Plan as more specifically enumerated in the City staff reports prepared for this Ordinance, in that the Project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities. The Project would enhance the character in the SC district by redeveloping an under-utilized site in the commercial district. The Project would also be oriented toward an upscale market, consistent with the Napa Valley's reputation as a producer of world-class wines. Further, the Project is consistent with the Highway 29 Specific Plan and would implement its direction by providing for the realignment of Mills Land with Grayson Avenue consistent with the goals of the Highway 29 Specific Plan.

SECTION 4. On the basis of the whole record, the City has determined that the minor modifications made to the infrastructure conditions of approval and development agreement terms for the Project are consistent with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan previously prepared and adopted for the Project on October 13, 2020, and would not result in new impacts or any substantial changes to any significant effects previously identified. Specifically, substantial changes are not proposed in the Project that would require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects have not occurred; new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Mitigated Negative Declaration was adopted, as applicable, showing any of the following, has not come to light: (i) that the Project would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the

applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those previously analyzed would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt. Thus, based on these findings and all evidence in the record, the City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur and no additional environmental review is required;

SECTION 5. The foregoing findings and determinations are based upon the following:

- (a) The Recitals set forth in this Ordinance, which are deemed true and correct;
- (b) The City's General Plan;
- (c) The City's Highway 29 Specific Plan;
- (d) Resolution No. 2020-100, adopted by the City Council on October 13, 2020, making findings as to the Mitigated Negative Declaration for the Project, including the Statement of Findings and the Mitigation Monitoring and Reporting Program, and adopted a resolution approving Design Review, Use Permit, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement for Mills Lane, approved by and incorporated in said Resolution, which Resolution and exhibits are incorporated herein by reference as if set forth in full;
- (e) Resolution No. ____ of the Planning Commission of the City of St. Helena recommending that the City Council approve the Development Agreement Amendment with LMR Destinations, LLC relating to the Farmstead Lodging Project;
- (f) All City staff reports (and all other public reports and documents) prepared for the City Council, relating to the Development Agreement Amendment and other actions relating to the Property;
- (g) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement Amendment, and other actions relating to the Property; and
- (h) All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 6. The City Council hereby approves the Development Agreement Amendment, attached hereto as Exhibit A, subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement Amendment pursuant to the terms of the Development Agreement Amendment.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This ordinance shall become effective on and after the thirtieth (30th) day following its adoption.

SECTION 10. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of applicable law.

[Ordinance continued on following page]

INTRODUCED by the City Council of the City of St. Helena at a regular meeting of the City Council held on the 11th day of October, 2022 and **PASSED, APPROVED AND ADOPTED** by the City Council of the City of St. Helena, California, at a regular meeting of the City Council held on the 25th day of October, 2022 by the following vote:

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

ST. HELENA:

Mayor

ATTEST:

City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 11th day of October, 2022 and was passed, approved and adopted at a regular meeting of the City Council on the 25th day of October, 2022 by the following vote:

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

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT A

First Amendment to Farmstead Development Agreement

[Inserted behind this cover page]



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and approval of a resolution authorizing: (1) The acquisition of two 2023 Ford Police Explorer Hybrids and a 2023 Ford Maverick Hybrid, and a 2023 Tesla Model 3 for a total amount not to exceed \$203,000; and (2) Authorize the City Manger to take such action and execute agreements as necessary to acquire the specified vehicles for the lowest bidders with current availability or the ability to deliver the vehicles in a reasonable timeframe.

CEQA Determination: Not a CEQA project

Prepared By: Justin Tharp, Lieutenant

Reviewed By: Anil Comelo, City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The Fiscal Year 2022-2023 approved operating budget includes \$250,000 in capital funds to purchase and equip patrol vehicles, special service and administrative vehicles.

The new vehicles will reduce downtime, fuel costs, and pollution. Patrol vehicles are often one of the most visible forms of city government and keeping a modern, well cared for police fleet, reflects positively on the city and the police department.

DISCUSSION

The typical life span of a police patrol vehicle is 100,000 miles given the type of driving and conditions they are subjected to, which includes 24/7 operations and prolonged periods of idling.

Under the direction of the City Council in 2019, the police department was to select alternative fueled vehicles where feasible. Electric vehicles are still in their infancy for fleet

police patrol service, but have been adopted by many cities in California, such as Cotati and West Sacramento. Full electric vehicles are currently undergoing extensive testing by larger police agencies. The police department has researched and selected the Ford Police Explorer Hybrid for its generous interior space, pursuit capability and the familiarity for the Officers. Ford also has local repair and warranty facilities to reduce vehicle downtime and transportation costs. The Ford Maverick Hybrid was selected for special service vehicle. The Ford 150 Lightning (electric) was also considered, but is double the cost (approximately \$40,000) and availability is extremely limited at this time, with most vehicles being sold in the civilian market. The Tesla Model 3 was selected as an administrative vehicle and will be utilized by the Chief of Police. The Tesla is purchased factory direct and is a sole source vendor with an estimated purchase price of \$64,447. The Chief of Police's current Ford Explorer will become the Officer's administrative vehicle.

Two of the police department's current patrol vehicles are in need of replacement. A 2001 Chevrolet Suburban that was a prior fire vehicle that was transferred to the police department in 2015 and a 2016 Ford Explorer. The 2001 Suburban is 21 years old, inefficient and not well suited for its role as a main line patrol vehicle. The 2016 Explorer has 98,297 miles and is experiencing extended periods of down time for maintenance. The special services pickup is a 2005 Chevrolet Colorado and is approaching 17 years old and due for a more efficient replacement. Our Administrative vehicle is a 2012 Ford Fusion with approximately 108,000 miles on it. This vehicle is used by officers for training and regularly makes trips as far away as Oregon and Southern California.

Both the Ford Police Explorer Hybrid and the Ford Maverick Hybrid and Tesla Model 3 will reduce the city's carbon footprint and fuel consumption. The Ford Explorer hybrid emits half of carbon in a year, when compared to the 2001 Chevrolet Suburban. Fuel efficiency by all replacement vehicles exceeds the police department's current fleet.

The police department is experiencing difficulties in ordering vehicles due to national supply chain issues and extremely high demand for vehicles in the civilian market. This is due to pent-up demand following the COVID-19 Pandemic and related economic shutdowns. The aforementioned factors have caused Ford Motor Company to shorten its ordering window for fleet vehicles from months, to weeks in some cases. This makes it difficult to secure bids and present it to city council for approval before the ordering window closes. The St. Helena Police Department is also striving to implement a hybrid fleet making it harder to locate a vehicle within a dealership's inventory, which consists of primarily gasoline powered patrol vehicles. The St. Helena Police Department has also been warned by each vehicle vendor, that past fleet orders have been canceled or reduced. The Police Department is also striving to purchase vehicles from local vendors whenever possible.

The current ordering window for Ford Police Explorer hybrid was shortened to three weeks and both Enterprise and Sager Ford were able to secure orders for two patrol vehicles, realizing if we did not purchase them, another police department likely would. Sager Ford and Enterprise were able to secure an order for a Ford Maverick Hybrid.

Tesla is a sole source vendor and sells their vehicle directly from the factory with no dealer network to elicit bids from.

Due to aforementioned complications in acquiring new police vehicles in this current environment, the Police department has not been able to secure bids following the formal bidding procedures set forth in the St. Helena Municipal Code. The Police Department therefore request the the City Manager be authorized to purchase the two Police Explorer Hybrids, one Ford Maverick Hybrid pickup and a Tesla Model 3 for a total amount not to exceed \$203,000, and take such action as necessary to acquire the vehicles from the lowest bidders, that have current availability or can deliver the vehicles in a reasonable time as determined by the City Manger.

FISCAL IMPACT

The fiscal impact to purchase four vehicles is estimated to be \$203,000 and was approved in the fiscal year 2022-2023 budget.

RECOMMENDED ACTION

Staff recommends City Council approve a resolution authorizing: (1) Acquisition of two 2023 Ford Police Explorer Hybrids, a 2023 Ford Maverick Hybrid pickup and a 2023 Tesla Model 3 (Chief's Vehicle) for a total not to exceed \$203,000, and (2) Authorize the City Manager to take such action as necessary to acquire the vehicles from the lowest bidders that have current availability or can deliver the vehicles in a reasonable time.

ATTACHMENTS

[2023 Ford Police Interceptor Enterprise Vehicle Sales](#)

[2023 Ford Police Interceptor Enterprise Vehicle Sales](#)

[2023 Ford Maverick Enterprise Vehicle Sales](#)

[2023 Ford Explorer Police Interceptor Sager Ford](#)

[2023 Ford Maverick Sager Ford](#)

[Tesla Sole Source Letter](#)

[2023 Tesla Mode 3](#)

[St. Helena Resolution to Acquire Police Vehicles 2023-c1](#)



Open-End (Equity) Lease Rate Quote

Quote No: 6675730

Prepared For: City of St. Helena Kellogg, Mandy				Date 09/09/2022 AE/AM MW6/JLT	
Unit #					
Year 2023		Make Ford	Model Police Interceptor Utility		
Series Base All-Wheel Drive					
Vehicle Order Type	Ordered	Term 60	State CA	Customer# 579445	
\$ 49,730.53			Capitalized Price of Vehicle ¹		
\$ 0.00			*	Sales Tax <u>0.0000%</u> State <u>CA</u>	
\$ 676.87			*	Initial License Fee	
\$ 0.00			Registration Fee		
\$ 250.00			Other: Courtesy Delivery Fee		
\$ 0.00			*	Capitalized Price Reduction	
\$ 0.00			*	Tax on Capitalized Price Reduction	
\$ 0.00			Gain Applied From Prior Unit		
\$ 0.00			*	Tax on Gain On Prior	
\$ 0.00			*	Security Deposit	
\$ 0.00			*	Tax on Incentive (Taxable Incentive Total : \$0.00)	
\$ 49,980.53			Total Capitalized Amount (Delivered Price)		
\$ 674.74			Depreciation Reserve @ <u>1.3500%</u>		
\$ 226.16			Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²		
\$ 900.90			Total Monthly Rental Excluding Additional Services		
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00			Commercial Automobile Liability Enrollment		
			Liability Limit <u>\$0.00</u>		
\$ 0.00			Physical Damage Management		Comp/Coll Deductible <u>0 / 0</u>
\$ 0.00			Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge <u>\$ 0.0000</u> Per Mile
			Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u> Loaner Vehicle Not Included
\$ 0.00			Additional Services SubTotal		
\$ 74.32			Sales Tax <u>8.2500%</u>		State <u>CA</u>
\$ 975.22			Total Monthly Rental Including Additional Services		
\$ 9,496.13			Reduced Book Value at <u>60</u> Months		
\$ 300.00			Service Charge Due at Lease Termination		

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD
Exterior Color (0 P) Agate Black
Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type Exempt
GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of St. Helena
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 6675730

VEHICLE INFORMATION:

2023 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,750	\$47,165.00
Total Options	\$3,234.00	\$3,440.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$50,479.00	\$52,100.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black
 Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
17T	Switchable Red/White Lighting in Cargo Area	\$47.00	\$50.00
21L	Front Warning Auxiliary LED Lights	\$517.00	\$550.00
43D	Dark Car Feature	\$24.00	\$25.00
47A	Police Engine Idle Feature	\$244.00	\$260.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$582.00	\$620.00
59B	Keyed Alike - 1284x	\$47.00	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
66C	Rear Lighting Solution	\$428.00	\$455.00
68G	Rear-Door Controls Inoperable	\$71.00	\$75.00
76R	Reverse Sensing System	\$259.00	\$275.00
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
153	Front License Plate Bracket	NC	NC
425	50 State Emission System	STD	STD
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
66A	Front Headlamp Lighting Solution	\$841.00	\$895.00
92R	2nd Row Only Solar Tint Glass	\$80.00	\$85.00
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC
VIEW	Electrochromic Rear View Mirror	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote manual folding side-view door mirrors
 Convex Driver Mirror: convex driver and passenger mirror
 Spoiler: rear lip spoiler
 Door Handles: black
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Front Tow Hooks: 1 front tow hooks
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 : class III trailering with harness, hitch
 Body Side Cladding: body-coloured bodyside cladding
 Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
 Air Filter: air filter
 Cruise Control: cruise control with steering wheel controls
 Trunk/Hatch/Door Remote Release: power cargo access remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Dashboard Storage: dashboard storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 4 speakers
 Internet Access: Fleet Telematics Modem internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
 Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Rear Seat Type: rear 35-30-35 split-bench seat
 Rear Folding Position: rear seat fold-forward seatback
 Leather Upholstery: cloth front seat upholstery
 Rear Seat Material: vinyl rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
 Shift Knob Trim: urethane shift knob
 Interior Accents: metal-look interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Open-End (Equity) Lease Rate Quote

Quote No: 6675732

Prepared For: City of St. Helena Kellogg, Mandy				Date	09/09/2022
Unit # 269DGD				AE/AM	KW3/JLT
Year	2023	Make	Ford	Model	Police Interceptor Utility
Series	Base All-Wheel Drive				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 579445
All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.					
Order Information					
Driver Name TBD					
Exterior Color (0 P) Agate Black					
Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front					
Lic. Plate Type Exempt					
GVWR 0					
\$ 49,730.53	Capitalized Price of Vehicle ¹				
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 676.87	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 250.00	Other:Courtesy Delivery Fee				
\$ 0.00	*	Capitalized Price Reduction			
\$ 0.00	*	Tax on Capitalized Price Reduction			
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 49,980.53	Total Capitalized Amount (Delivered Price)				
\$ 674.74	Depreciation Reserve @ <u>1.3500%</u>				
\$ 226.16	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 900.90	Total Monthly Rental Excluding Additional Services				
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
	Liability Limit <u>\$0.00</u>				
\$ 0.00	Physical Damage Management				
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>50,000</u>				
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				
\$ 0.00	Additional Services SubTotal				
\$ 74.32	Sales Tax <u>8.2500%</u> State <u>CA</u>				
\$ 975.22	Total Monthly Rental Including Additional Services				
\$ 9,496.13	Reduced Book Value at <u>60</u> Months				
\$ 300.00	Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD
Exterior Color (0 P) Agate Black
Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type Exempt
GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of St. Helena

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 6675732

VEHICLE INFORMATION:

2023 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,750	\$47,165.00
Total Options	\$3,234.00	\$3,440.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$50,479.00	\$52,100.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black
 Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
17T	Switchable Red/White Lighting in Cargo Area	\$47.00	\$50.00
21L	Front Warning Auxiliary LED Lights	\$517.00	\$550.00
425	50 State Emission System	STD	STD
43D	Dark Car Feature	\$24.00	\$25.00
44B	Transmission: 10-Speed Automatic	Included	Included
47A	Police Engine Idle Feature	\$244.00	\$260.00
500A	Order Code 500A	NC	NC
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$582.00	\$620.00
59B	Keyed Alike - 1284x	\$47.00	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
66A	Front Headlamp Lighting Solution	\$841.00	\$895.00
66C	Rear Lighting Solution	\$428.00	\$455.00
68G	Rear-Door Controls Inoperable	\$71.00	\$75.00
76R	Reverse Sensing System	\$259.00	\$275.00
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
92R	2nd Row Only Solar Tint Glass	\$80.00	\$85.00
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC
VIEW	Electrochromic Rear View Mirror	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote manual folding side-view door mirrors
 Convex Driver Mirror: convex driver and passenger mirror
 Spoiler: rear lip spoiler
 Door Handles: black
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Front Tow Hooks: 1 front tow hooks
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 : class III trailering with harness, hitch
 Body Side Cladding: body-coloured bodyside cladding
 Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
 Air Filter: air filter
 Cruise Control: cruise control with steering wheel controls
 Trunk/Hatch/Door Remote Release: power cargo access remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Dashboard Storage: dashboard storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 4 speakers
 Internet Access: Fleet Telematics Modem internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
 Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Rear Seat Type: rear 35-30-35 split-bench seat
 Rear Folding Position: rear seat fold-forward seatback
 Leather Upholstery: cloth front seat upholstery
 Rear Seat Material: vinyl rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
 Shift Knob Trim: urethane shift knob
 Interior Accents: metal-look interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Open-End (Equity) Lease Rate Quote

Quote No: 6563056

VEHICLE INFORMATION:

2022 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US

Series ID: W8E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$19,595	\$19,995.00
Total Options	\$386.00	\$415.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$21,476.00	\$21,905.00

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: 9W-Black Onyx/Medium Dark Slate w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
121WB	121" Wheelbase	STD	STD
16B	Front & Rear Floor Liners w/Front Carpet Floor Mats	\$163.00	\$175.00
425	50-State Emissions System	STD	STD
445	Transmission: Automatic Continuous Variable (CVT)	Included	Included
60B	Trailer Hitch Receiver w/4-Pin Connector	\$93.00	\$100.00
64Z	Wheels: 17" Sparkle Silver Steel	Included	Included
85B	Removable Bed Mat	\$130.00	\$140.00
9	Front Cloth Bucket Seats	Included	Included
993	Engine: 2.5L Hybrid	Included	Included
9W_02	Black Onyx/Medium Dark Slate w/Front Cloth Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	2.91 Axle Ratio	Included	Included
STDGV	GVWR: 5,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: tailgate
 Driver And Passenger Mirror: manual folding side-view door mirrors
 Door Handles: black
 Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
 Rear Step Bumper: rear step bumper
 Box Style: regular
 Body Material: galvanized steel/aluminum body material
 : class I trailering with harness, hitch
 Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
 Air Filter: air filter
 Power Windows: power windows with driver 1-touch down
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
 Emergency SOS: 911 Assist emergency communication system
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 1 seatback storage pockets
 Dashboard Storage: dashboard storage
 IP Storage: bin instrument-panel storage
 Rear Underseat Storage Tray: rear underseat storage tray
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: FordPass Connect 4G internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
 Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
 Cab Clearance Lights: cargo bed light
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance

Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Front Pedestrian Braking: pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: underbody mounted spare tire
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Height Adjustment: manual height-adjustable driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear full bench seat
 Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front floor mats

Standard Engine:

Engine 191-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

CNGP530 VEHICLE ORDER CONFIRMATION 10/04/22 13:59:48
 ==> 2023 EXPLORER 4-DOOR Dealer: F72512
 Page: 1 of 2
 Order No: 0040 Priority: A1 Ord FIN: QE876 Order Type: 5B Price Level: 320
 Ord Code: 500A Cust/Flt Name: ST. HELENA PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$47165	51S DUAL LED LAMPS	\$620
.119" WHEELBASE		59B KEY CODE 1284X	50
UM AGATE BLACK		59W LESS WIFI HSPOT	(20)
9 CLTH BKTS/VNL R		60R NOISE SUPPRESS	100
6 EBONY		66A FRONT HDLMP PKG	895
00A EQUIP GRP		.GRILL WIRING	
.AM/FM STEREO		66C REAR LIGHT PKG	455
99W .3.3L HYBRID	NC		
44B .10-SP MOD HYBRD	NC	TOTAL BASE AND OPTIONS	51805
CA BOARD FEES	NC	TOTAL	51805
17T CARGO DOME LAMP	50		
21L FRONT AUX LIGHT	550	*THIS IS NOT AN INVOICE*	
425 50 STATE EMISS	NC	*TOTAL PRICE EXCLUDES COMP PR	
43D COURTESY DISABL	25		
47A ENGINE IDLE	260	* MORE ORDER INFO NEXT PAGE *	
F1=Help		F8=Next	
F2=Return to Order		F3/F12=Veh Ord Menu	
F4=Submit		F9=View Trailers	
006 - MORE DATA IS AVAILABLE.			

QC03414

Pat Chad
SAGER FORD
21 S. MAIN ST.
ST. HELENA, CA 94574

707-963-2771

51325.00
 85.00 DUE
 4562.49 TAX (Athena
 210000)
 55773.49 TOTAL

```

CNGP530                VEHICLE ORDER CONFIRMATION                10/04/22 14:00:47
==>                    2023 EXPLORER 4-DOOR                    Dealer: F72512
                                                                Page: 2 of 2
Order No: 0040    Priority: A1    Ord FIN: QE876    Order Type: 5B    Price Level: 320
Ord Code: 500A    Cust/Flt Name: ST. HELENA                PO Number:
                                RETAIL                                RETAIL
68G  RR DR/LK INOP                $75
794  PRICE CONCESSN
     REMARKS TRAILER
87R  RR VIEW MIR/CAM                NC
92R  SOLAR TINT 2ND                85
153  FRT LICENSE BKT                NC
     SP FLT ACCT CR
     FUEL CHARGE
     DEST AND DELIV                1495

TOTAL BASE AND OPTIONS 51805
TOTAL                    51805
THIS IS NOT AN INVOICE*
TOTAL PRICE EXCLUDES COMP PR

F1=Help                F2=Return to Order                F7=Prev
F4=Submit                F9=View Trailers                F3/F12=Veh Ord Menu
099 - PRESS F4 TO SUBMIT                                QC03414
  
```


Ford		Preview Order 0065 - W8E - SuperCrew FWD - 4.5' Box: Order Summary Time of Preview: 10/04/2022 10:08:46		Dealership Name: Sager Ford		Sales Code : F72512	
Dealer Rep.	ronald clark	Type	Fleet	Vehicle Line	Maverick	Order Code	0065
Customer Name	St Helena pol	Priority Code	L5	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8ED MAVERICK FWD	\$22195	CA NEW MTR VEHICLE BOARD FEES	\$0
.121.0" WHEELBASE	\$0	FORD FLEET SPECIAL ADJUSTMENT	\$0
TOTAL BASE VEHICLE	\$22195	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	PRICE CONCESSION INDICATOR	\$0
CLOTH	\$0	REMARKS TRAILER	\$0
EBONY	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EQUIPMENT GROUP 100A	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.XL TRIM	\$0	FUEL CHARGE	\$0
.2.5L HYBRID ENGINE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.AUTO CV TRANSMISSION	\$0	PRICED DORA	\$0
FLR LNRS W/CARPETED MATS	\$175	ADVERTISING ASSESSMENT	\$0
REAR UNDERSEAT BINS	\$0	DESTINATION & DELIVERY	\$1495
TRAILER HITCH RECEIVER	\$100		
TOTAL BASE AND OPTIONS			MSRP \$23965
DISCOUNTS			NA
TOTAL			\$23965

ORDERING FIN: QE876 END USER FIN: QE876 PO NUMBER: 00005

INCENTIVES

Acc. Code ID :10 Contract/Ref # :24-442P Bid Date :09/15/22State : CA

22,865.00

85.00

2700.00

25,650.00

Doc fee

Sales Tax

License-exempt

DISCOUNTS:

\$-100.00

Customer Name:	St. Helena Police	Customer Email:	Ron Clark
Customer Address:	St. Helena, Calif 94574	Customer Phone:	SAGER FORD 21 S. MAIN ST. ST. HELENA, CA 94574 707-963-2771
Customer Signature		Date	

This order has not been submitted to the order bank.
This is not an invoice.



October 12, 2022

VIA EMAIL ONLY

St. Helena Police Department
1480 Main Street
St. Helena, CA 94574

RE: Sole Source Documentation

Dear Lieutenant Justin Tharp,

This letter confirms that Tesla, Inc. is the sole source manufacturer of the Tesla Model 3 and Model Y. All new Tesla vehicles are sold exclusively through our Tesla stores, website, or corporate office.

Pricing is standardized and unified throughout the USA, for all new Tesla vehicles.

Warm regards,

A handwritten signature in black ink, appearing to read "Brett W. Hogan".

Brett Hogan, Sr. Manager, Business Operations

Statewide Contract #:

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
1	Car - Tesla Model 3 Dual Motor All-Wheel Drive	1	EACH	\$62,990.00	\$62,990.00
	Midsize Car, 315-Mile Range ELECTRIC Vehicle				
Standard Equipment Features					
	Color: Midnight Silver Metallic	1	EACH	\$0.00	\$0.00
	Autopilot	1	EACH	\$0.00	\$0.00
	Power Doors	1	EACH	\$0.00	\$0.00
	Center console with storage, 4 USB-C ports and wireless charging for 2 smartphones	1	EACH	\$0.00	\$0.00
	Power Windows	1	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	1	EACH	\$0.00	\$0.00
	20" Uberturbine Wheels	1	EACH	\$0.00	\$0.00
	All Black synthetic leather interior	1	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	1	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	1	EACH	\$0.00	\$0.00
	Rear View Camera	1	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	1	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	1	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear heated seats	1	EACH	\$0.00	\$0.00
	Front License Plate Holder	1	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming, heated	1	EACH	\$0.00	\$0.00
	Glass, Privacy	1	EACH	\$0.00	\$0.00
	Interior floor mats	1	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	1	EACH	\$0.00	\$0.00
	LED fog lamps	1	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic sensors	1	EACH	\$0.00	\$0.00
	Premium audio -14 speakers, 1 subwoofer, 2 amps, and immersive sound	1	EACH	\$0.00	\$0.00

Statewide Contract #:

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
	Back Up Alarm	1	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	1	EACH	\$0.00	\$0.00
	Fee- Destination and Documentation	1	EACH	\$1,200.00	\$1,200.00
	Order Fee	1	EACH	\$250.00	\$250.00
	Tire Fee	1	EACH	\$7.00	\$7.00
Total Before Tax				\$64,447.00	\$64,447.00

Justin Tharp

From: Sloan Cinelli <scinelli@tesla.com>
Sent: Wednesday, October 12, 2022 7:05 AM
To: Maria Sweitzer; Justin Tharp
Cc: Delonta Wilson
Subject: [External] St. Helena <> Tesla

Hi Lt. Tharp,

Thank you for your interest in Tesla – our team supports NA Government purchasing.

The Model 3 RWD - CA state contract expired in late August, but current pricing is equivalent to that offering. @Maria to provide a quote.

Tesla can provide Sole Source documentation – would this letter be addressed to you?

Thank you,

Sloan Cinelli

Business Operations Associate, B2B
 160 Van Brunt Street, Brooklyn, NY 11231
 E. scinelli@tesla.com P. 415-792-2642

T E S L A

The content of this message is the proprietary and confidential property of Tesla, Inc. and should not be used, in whole or in part, by any third party. If you have received this message in error, please delete this message from your computer system and notify me immediately by reply email. Any unauthorized use or disclosure of the content of this message is prohibited.

CITY OF ST. HELENA

RESOLUTION NO. 2022-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING THE ACQUISITION OF TWO 2023 FORD POLICE
EXPLORER HYBRIDS, A 2023 FORD MAVERICK HYBRID AND A 2023
TESLA MODEL 3 (CHIEF'S VEHICLE) FOR A TOTAL AMOUNT NOT TO
EXCEED \$203,000; AND FURTHER AUTHORIZING THE CITY MANAGER TO
TAKE SUCH ACTION AS NECESSARY TO ACQUIRE THE VEHICLES FROM
THE LOWEST BIDDERS THAT HAVE CURRENT AVAILABILITY OR CAN
DELIVER THE VEHICLES IN A REASONABLE TIME**

RECITALS

- A. The City of St. Helena desires to purchase two (2) 2022 Ford Explorer hybrids, (1) Ford Maverick hybrid and a (1) Tesla Model 3; and
- B. This is an expected, budgeted expense with \$250,000 being earmarked for vehicle purchases and upfitting, covered in the FY 2022-23 budget; and
- C. The police department has experienced difficulties in ordering vehicles due to national supply chain issues and extremely high demand for vehicles in the civilian market, and has been unable to secure bids through the City's formal bidding process for acquisition of the needed vehicles and therefore desires to acquire the needed vehicles through such other method as the Council deems appropriate; and
- D. In order to secure the needed police vehicles in a timely manner, the City Council desires to authorize the City Manager to purchase the necessary vehicles for an amount not to exceed \$203,000, and to take such action as necessary to acquire the vehicles.

RESOLUTION

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

- 1. The City Council hereby authorizes the acquisition of two 2023 Ford Police Explorer hybrids, a 2023 Ford Maverick hybrid and a 2023 Tesla Model 3 for a total amount not to exceed \$203,000; and

2. The City Council further authorizes the City Manager to take such action, including but not limited to the issuance of purchase order and execution of necessary agreements as necessary to acquire the vehicles from the lowest bidders that have current availability for the desired vehicles or can deliver the vehicles in a reasonable timeframe as determined by the City Manager.

Approved at a Regular Meeting of the St. Helena City Council on October 25th, 2022,
by the following vote:

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

APPROVED: ATTEST:

Jeffery Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution Authorizing the St. Helena City Council to Grant Formal Recognition of the St. Helena Professional Fire Fighters Association.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City of St. Helena currently has two formally recognized full-time bargaining groups, which include the St. Helena Employees Association and the St. Helena Police Officers' Association. In addition to the formally recognized groups, the City has two additional full-time employee groups that are unrepresented, which consist of Full-time Firefighters and Department Heads & Mid-Managers.

In 1968, with the passage of the Meyers-Milias-Brown Act (Government Code sec. 3500), employees at "local agencies" (cities, counties and special districts) in California gained the right to form unions and "collectively bargain" a contract over "changes in wages, hours, and terms of employment". The purpose is to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations.

It is also the purpose of the act to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to

join organizations of their own choice and be represented by those organizations in their employment relationships with public agencies.

DISCUSSION

On August 7, 2022, the St. Helena Professional Firefighters Association submitted a petition to be formally recognized as the exclusive bargaining unit for the members of the Association under the provisions of California State Labor Code Section 3500.

The Association consists of six full-time Fire Department employees, in which all six employees affirmed by their signatures on the petition their full support for the request for recognition.

Staff has reviewed the petition and determined that the necessary information to file the petition has been incorporated, which includes:

1. Name and address of the employee organization.
2. Name and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization, as one of its primary purposes, represents employees in their employment relations with the City.
5. A statement that the employee organization has proof of employee support by the majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City.
6. A request that the City recognize the employee organization as the exclusively recognized employee organization of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within scope of representation.

Therefore, staff recommends that the City Council recognize the St. Helena Professional Firefighters Association as the exclusive bargaining unit for the members of the Association, which currently consists of six full-time Fire Department employees.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution

ATTACHMENTS

[Resolution 2022- Fire Fighter Recognition](#)

[Attachment 2 - St. Helena Fire Petition Letter and Signatures](#)

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

**AUTHORIZATION OF THE ST. HELENA CITY
COUNCIL TO GRANT FORMAL RECOGNITION OF
THE ST. HELENA PROFESSIONAL FIRE FIGHTERS
ASSOCIATION.**

RECITALS

- A. The Meyers-Milias-Brown Act (Government Code sec. 3500) affords employees at “local agencies” (cities, counties and special districts) in California the right to form unions and “collectively bargain” a contract over “changes in wages, hours, and terms of employment”; and
- B. The purpose is to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations; and
- C. On August 7, 2022, the St. Helena Professional Firefighters Association submitted a petition to be formally recognized as the exclusive bargaining unit for the members of the Association under the provisions of California State Labor Code Section 3500; and
- D. Staff has reviewed the petition and determined that the necessary information to file the petition has been incorporated; and
- E. Staff recommends that the City Council recognize the St. Helena Professional Firefighters Association as the exclusive bargaining unit for the members of the Association, which currently consists of six full-time Fire Department employees.

RESOLUTION

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

The Council hereby grants formal recognition of the St. Helena Professional Fire Fighters Association.

Approved at a regular meeting of the St. Helena City Council on October 25, 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

ATTACHMENT 2

REED and ASSOCIATES

P.O. BOX 416
Sutter Creek, CA 95685

August 7, 2022

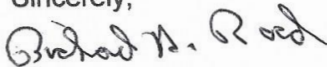
Mr. Anil Comelo, City Manager
City of St. Helena City Council
1572 Railroad Ave
St. Helena, CA 94576

Dear Mr. Comelo:

Please see attached Petition for Recognition from the St. Helena Professional Firefighters Association.

Your prompt attention to this matter is most appreciated.

Sincerely,



Richard A. Reed
Labor Consultant
St. Helena Professional Firefighters Association

cc: St. Helena Professional Firefighters Association

REED and ASSOCIATES

PO BOX 416
Sutter Creek, CA 95685

August 7, 2022

Mr. Geoff Ellsworth, Mayor
City of St. Helena City Council
1572 Railroad Ave.
St. Helena, CA 94576

SUBJECT: Petition for Formal Recognition

Dear Mayor Ellsworth:

In accordance with the provisions of the California State Labor Code Section 3500, Et seq, the St. Helena Professional Firefighters Association requests to be formally recognized as the exclusive bargaining unit for the members of the Association. The following information and documentation is provided as substantiation of said request:

1. Name and address of the employee organization:

St. Helena Professional Firefighters Association
1500 Main St.
St. Helena, Ca 94574

2. Name and title of Officers of the Association:

Nick Solakian, President
Martin Macias, Vice President
Jose Rodriguez, Secretary, Treasurer

3. Names of representatives authorized to speak on behalf of the organization:

Nick Solakian, President
Richard Reed, Labor Consultant

4. The purpose of the Association is for the representation of the employees in their employment relations with the City.

5. The Association is comprised of all full time shift employees of the City of St. Helena Fire Department.

6. Proof of employee support is attached in the form of a signed petition by the members indicating their authorization that the St. Helena Professional Firefighters Association represent them in employment relations with the City.
7. The St. Helena Professional Firefighters Association hereby requests that the City of St. Helena, at a duly noticed meeting, recognize the Association as the recognized employee organization representing the employees in the bargaining unit for the purpose of meeting and conferring in good faith on, but not limited to, wages, hours, and conditions of work.
8. The St. Helena Professional Firefighters Association understands that it has a mutual responsibility with the City to conduct employee/employer relations in the manner prescribed by the laws of the State of California and the Constitution of the United States.

St. Helena Professional Firefighters Association

By: 

Nick Solakian, President

Date: Aug 6th 2022

Approved to Form:

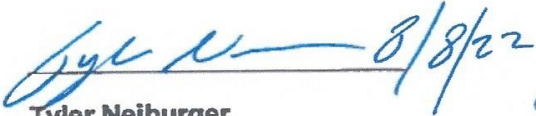
By: 

Richard A. Reed
Reed and Associates

Date: 8/7/22

The St. Helena Professional Firefighters Association hereby requests the City of St. Helena recognize the Association as the exclusive bargaining unit representing the following full-time employees.

We the undersigned, do hereby affirm by our signatures, our full support of the request for recognition.

Handwritten signature of Tyler Neiburger in blue ink, dated 8/8/22.

Tyler Neiburger
Engineer

Handwritten signature of Aaron Mix in blue ink, dated 8/8/22.

Aaron Mix
Engineer

Handwritten signature of Sebas Segura in blue ink, dated 8/8/2022.

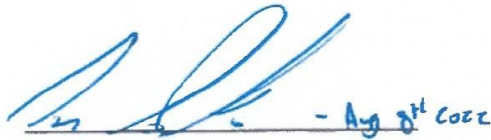
Sebas Segura
Engineer

Handwritten signature of Martin Macias in blue ink, dated 8/8/2022.

Martin Macias
Engineer

Handwritten signature of Jose Rodriguez in blue ink, dated 8/8/2022.

Jose Rodriguez
Captain

Handwritten signature of Nick Solakian in blue ink, dated Aug 8th 2022.

Nick Solakian
Captain



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution authorizing and delegating the City of Napa to submit an application on its behalf and administer the Permanent Local Housing Allocation Program and to authorize the City Manager to sign a binding Delegation Agreement with the City of Napa for the period encompassing five (5) years of formula allocations (2019-2023), made available in Notices of Funding Availability (NOFAs) issued by the State beginning in February 2020 and extending through 2024, including all years stipulated in the State standard agreement.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

In September 2017, the California Legislature approved Senate Bill 2 (SB 2) that established the Building Homes and Jobs Trust Fund to fund affordable housing by imposing a \$75 recording fee on real estate documents. and authorizes the State of California Department of Housing and Community Development to allocate 70 percent of monies collected and deposited in the fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities.

The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. Cities are entitled to a return to source allocation in increments of five year. The current period encompasses funds collected

between 2019 and 2023. The City of St. Helena must submit a plan for funds for this year to avoid losing current and future funds.

DISCUSSION

As part of the application, the City must prepare, solicit public input, and submit a five-year plan on how the City intends to use its allocation of Permanent Local Housing Allocation (PLHA) Program funds. There are a variety of eligible activities the City may choose to utilize the funds for including:

- The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
- The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of area median income (AMI), or 150-percent of AMI in high-cost areas.
- Matching portions of funds placed into Local or Regional Housing Trust Funds.
- Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to California Health and Safety Code Section 34176(d).
- Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
- Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
- Accessibility modifications in lower-income owner-occupied housing.
- Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
- Homeownership opportunities, including, but not limited to, down payment assistance.
- Up to 5% of the grant can be used for administrative costs.

The funding available in the NOFA is for a five-year period and is based on anticipated revenue. The City's five-year estimated funding amount is \$534,021.

The draft PLHA Plan establishes that the City intends to spend the funds on the following:

Owner-occupied and renter-occupied rehabilitation. The projects eligible for these funds must be related to rehabilitation, such as improving the structural integrity of a dwelling unit in order to meet building codes, correcting health and safety issues, and correcting code violations. To qualify for the project, the applicant must be an income eligible homeowner. The owner's total household income must be at or below 80% of the area

median income. Alternatively, a rental unit could be deed restricted for the similar amount. PLHA funds will be utilized to expand the City's existing program and assist additional homeowners with zero interest loans up to \$60,000.

Although the PLHA allocations can be modified in the future, any change of 10% or more requires submitting an amended plan to the State.

The City of Napa currently provides housing services to the City of St. Helena. Under the PLHA guidelines, one jurisdiction may delegate the submission of an application and administration of the PLHA program to another entity via a binding delegation agreement for the five-year PLHA cycle. The City of Napa has agreed to serve as the delegated entity for the City of St. Helena. One of the requirements for the City of Napa to serve as the designated entity is that the City of St. Helena elects to allocate the funds to a program that is modeled after an existing program that is currently being administered by the City of Napa, such as housing rehabilitation grant program, or if a new program is identified, then that program will be modeled after an existing City of Napa program for administration coordination.

Per the proposed agreement, the City of St. Helena will allocate its 5% administrative cost recovery share to the City of Napa to compensate them for the costs to administer the City's PLHA program.

FISCAL IMPACT

The current program proposed will utilize PLHA grant funding to fund the program. In addition, the grant allows 5% of the funds to be allocated to administrative expenses, which will be utilized to fund the services provided by the City of Napa to administer the program.

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Resolution 2022-XX PLHA Resolution](#)
[PLHA Agreement-St. Helena Delegation](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2022-

Resolution delegating the City of St. Helena's Permanent Local Housing Allocation (PLHA) funds to the City of Napa to facilitate preservation of affordable housing through an owner-occupied and rental unit rehabilitation loan program; and authorize the City Manager to execute and agreement with the City of Napa to administer the PLHA program.

RECITALS

- A. In 2017, Governor Brown established the Building Homes and Jobs Act (SB 2) to fund unmet affordable housing needs with a \$75 recording fee on real estate documents; and
- B. The Permanent Local Housing Allocation (PLHA) program, administered by the California Department of Housing and Community Development (HCD), provides this permanent, on-going source of unmet housing needs funding in five-year increments; and
- C. It is anticipated that the City of St. Helena will be eligible for an estimated \$534,021 in funding for the current five (5) year period covering the years between 2019 and 2023; and
- D. The City must submit an expenditure plan to the State Department of Housing and Community Development by October 31, 2022 or risk losing allocated funds; and
- E. the City of St. Helena currently contracts with the City of Napa to provide housing-related services through a collaborative and cost-effective partnership; and
- F. The draft PLHA Plan in partnership with the City of Napa would establish that the City of St. Helena intends to spend its allocated PLHA funds as follows:
 - 1. Ninety-Five percent (95%) of the initial funds will be allocated to support income eligible owner-occupied and rental unit rehabilitation loan program to preserve affordable housing. This funding would expand upon an existing program that the City currently has in place.
 - 2. Five percent (5%) for Administrative Costs.

RESOLUTION

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

- 1. Authorize the City of Napa to submit the Permanent Local Housing

Allocation (PHLA) Program for the City of St. Helena to the State Department of Housing and Community Development (State) and delegate the City of Napa to submit an application on its behalf and administer the PLHA Grant Award; and

2. Authorize the City Manager to sign a binding delegation agreement with the City of Napa for the period encompassing five (5) years of formula allocations (2019-2023), made available in NOFAs issued by the State beginning in February 2020 and extending through 2024, including all years stipulated in the State standard agreement.

Approved at a Regular Meeting of the St. Helena City Council on October 25, 2022 by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaferopoulos, City Clerk

DELEGATION AGREEMENT
Between the City of St. Helena and the City of Napa
City of St. Helena Contract Number ____
City of Napa Contract Number ____

THIS AGREEMENT is made and entered into this ____ day of November 2022 ("Effective Date"), by and between the City of Napa, a California charter city, hereinafter called "Napa"; and the City of St. Helena, a California municipal corporation (hereinafter called "St. Helena") jointly referred to as "Parties". Any capitalized terms used by not defined herein shall have the meaning ascribed to such terms in the PLHA Program Guidelines (defined below).

RECITALS

- A. The State of California Department of Housing and Community Development ("State") is authorized to provide up to \$335 million to Cities and Counties for assistance under the SB 2 Permanent Local Housing Allocation Program ("PLHA Program") Formula Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB2))
- B. The State issued Permanent Local Housing Allocation Final Guidelines ("PLHA Program Guidelines") in October 2019.
- C. The State issued a Notice of Funding Availability ("NOFA") dated August 17, 2022, under the PLHA Program.
- D. Napa has previously submitted an application for and administered PLHA Program Funds, and St. Helena is eligible to submit an application for and administer PLHA Program Funds.
- E. Section 300(c) of the PLHA Program Guidelines allows a local government to delegate another local government to submit an application and administer on its behalf its formula allocation of PLHA Program funds, provided that the local governments enter into a legally binding agreement and the funds are expended for eligible activities consistent with Program requirements.
- F. St. Helena desires to delegate Napa to administer the receipt of PLHA Program funds on behalf of St. Helena and act as the Applicant to the State for the funding.
- G. St. Helena intends to use its PLHA Program funding for the development of owner and rental occupied rehabilitation to preserve affordable housing.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the Parties agree as follows:

SECTION I. GENERAL

- A. **Responsible Officers.** St. Helena hereby authorizes Napa to submit an application to the State for PHLA Program funds, to act as the Applicant on St. Helena's behalf, including administration and Activity delivery for the PHLA Program Funds allocated to St. Helena in accordance with the PLHA Program Guidelines and this Agreement. St. Helena hereby authorizes the City Manager of St. Helena to act as the responsible officer for St. Helena under the Program and this Agreement. Napa hereby authorizes the City Manager or Deputy City Manager to act as the responsible officer for Napa under the Program and this Agreement.
- B. **Full Cooperation.** Parties agree to fully cooperate and to assist each other in undertaking eligible programs or projects as defined in Section 301 of PLHA Program Guidelines, including but not limited to the development of affordable rental housing in the City of St. Helena.
- C. **Threshold Requirements for Participation.** Parties understand and agree to comply with State's threshold requirements for participation in the PHLA Program as follows:
 - a. **Housing Element compliance:** Napa as Applicant and the St. Helena as delegated City must have a Housing Element that has been adopted by the local government's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.
 - b. **Housing Element Annual Progress Report (APR) compliance:** Napa as Applicant and St. Helena as the delegated City must submit to the State the APR required by Government Code Section 65400 for the current or prior year.
- D. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and remain in effect for the term of the Standard Agreement executed by Napa on behalf of St. Helena for the PHLA Program formula allocations (2019-2023), made available in NOFAs issued by the State beginning in February 2020 and extending through 2024, including any extensions of such Standard Agreement.
- E. **Scope of Agreement.** This Agreement covers the PLHA Program funding administered by the State that is awarded and accepted by St. Helena during the term of this Agreement.

SECTION II. PREPARATION AND SUBMITTAL OF PLHA FUNDING APPLICATION AND PLAN

- A. **PLHA Application and Plan.** Upon St. Helena's submittal to Napa of the information required to prepare a PHLA Program application, Napa shall prepare an application on behalf of the City requesting the PHLA funds, in accordance with Section 302(c) of the PLHA Program Guidelines and St. Helena's PLHA Plan attached hereto and incorporated herein as Exhibit A ("PLHA Plan"), which details how the allocated PHLA funds will be used for eligible activities, how investments will be prioritized to increase the supply of housing for households with incomes at or below 60% of Area Median Income, and how the Plan is consistent with the programs set forth in St. Helena's Housing Element. St. Helena will provide evidence to Napa that the Plan was authorized by resolution by the City Council and that the public had an adequate opportunity to review and comment on its content.

SECTION III. PROGRAM ADMINISTRATION

- A. **Responsibilities of Parties.** The Parties agree, in the delegation of Napa as the administering local government for the PLHA Program on behalf of St. Helena, that Napa shall be responsible for execution of the Standard Agreements with State and the administration of the PLHA Program in the City of St. Helena in accordance with the terms of this Agreement. Napa agrees to perform necessary administrative tasks such as, but not limited to, preparation of documents for environmental clearance under CEQA or NEPA, implementation of loan underwriting policies and terms, execution and management of any loans made using PLHA funds, monitoring of programs and projects as needed to fulfill PLHA requirements, and submittal of annual reports to State on PLHA-funded activities. St. Helena agrees to fully cooperate with Napa in all things required and appropriate to comply with Napa's obligations under this Agreement and the provisions of the Standard Agreement with State. During the first year of the five-year Plan term, the Parties agree to meet on a quarterly basis to discuss the plans for the use of PLHA funds and progress being made. Beginning in the second year of the five- year Plan term, through the end of the fifth year, Parties will agree in writing to a meeting schedule which will provide adequate opportunity for communication and decision-making. Notwithstanding anything to the contrary set forth herein, any decisions regarding the appropriate level of environmental review required under CEQA or NEPA, loan underwriting policies and terms, applicant eligibility, scope of work, amount of loans, change orders, and other similar decisions shall be made by St. Helena based upon a recommendation by Napa.
- B. **Separate Accounting of Funding.** Napa agrees to set-up a process whereby St. Helena's PLHA funds are accounted for and reported separately from other PLHA funds to ensure that funds are spent within St. Helena's jurisdiction.
- C. **Program Administration Funding.** In consideration of Napa's agreement to be the administering local government for St. Helena's PLHA allocation and its assumption of the responsibilities required hereunder, the Parties agree that the allowable Program Administration for the funding, which is equal to a maximum of 5% of each year's allocation for each local government jurisdiction, shall be retained exclusively by Napa for these administrative purposes.
- D. **Activity Delivery Funding.** In addition to Program administration funding under subsection C, St. Helena shall pay Napa for Napa's time and expenses to provide direct activity delivery for St. Helena's PLHA activities. The rate for Napa's time shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Services, which is the hourly billable rate that captures all Napa costs associated with an employee, over and above gross compensation or payroll costs, including payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, and other benefits.
- Napa will submit a quarterly itemized report to St. Helena for the Services provided during the preceding quarter. The invoice will identify the Services performed, the hours spent performing the Services, the applicable Fully Burdened Overhead Rate(s), and any authorized expenses. Napa will send the invoice to the State for payment on behalf of St. Helena.
- E. **Maintenance of Records.** Napa shall maintain records of activities for any projects undertaken pursuant to the PLHA Program, and said records shall be available for inspection by staff and/or auditors representing St. Helena on reasonable notice during normal business hours.

SECTION IV. USE OF ST. HELENA'S PLHA FUNDS

- A. Owner and Rental Occupied Rehab. Ninety five percent (95%) of St. Helena's PLHA funds shall be used to provide loans and emergency grants for owner or rental occupied rehabilitation to preserve affordable housing. The unit must be occupied by a household at or below 80% of the Area Median Income.
- B. Project Assistance Criteria.
 - a. Targeting to the Lowest Income Households: PLHA funds can be used for households at a variety of income levels but are especially intended to be used to meet the housing needs of households at or below 60% of Area Median Income. The expenditure of funds targeted for affordability for these households will be prioritized for funding.
- C. Funding Assistance in the Form of Loans. The Parties agree that any funding provided under the PLHA program that is not a grant shall be provided to the property owner as a forgivable or no to low interest loan. The loan shall be evidenced by a Promissory Note and secured by a Deed of Trust in favor of St. Helena and recorded against the property. A Regulatory Agreement by and between St. Helena and the property owner shall be recorded against the property and restrict occupancy and rents for the terms identified in the City Manager approved ADU Program Guidelines and OOR Program Guidelines.
- D. Use of Program Income. The Parties agree that program income generated as a result of St. Helena's receipt of PLHA funds will be retained by Napa and utilized to fund future PLHA-eligible activities in the City of St. Helena. Program income will include payments from residual receipts, and accrued interest. Any monitoring fees will go to the City of Napa.

SECTION V. ADDITIONAL AGREEMENTS

- A. Privileges and Immunities. In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.
- B. Indemnification. To the full extent permitted by law, Napa will indemnify, hold harmless, release, and defend the St. Helena (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Napa's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement. Consistent with Civil Code Section 2782, Napa will not be obligated to indemnify St. Helena for the proportionate share of the Liability caused by the St. Helena's active negligence, sole negligence, or willful

misconduct. To the full extent permitted by law, St. Helena will indemnify, hold harmless, release, and defend the Napa (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all Liability of any nature, arising out of, pertaining to, or relating to St. Helena's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement and the Standard Agreement. Consistent with Civil Code Section 2782, St. Helena will not be obligated to indemnify Napa for the proportionate share of the Liability caused by the Napa's active negligence, sole negligence, or willful misconduct.

- C. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- D. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.
- E. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- F. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- G. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.
- H. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.
- I. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

J. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Napa and St. Helena. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

NOW THEREFORE, the Parties hereto have caused this Agreement to be executed and attested by their proper officer thereunder duly authorized and their official seals to be hereunto affixed, all as of the day first above written.

CITY:
CITY OF NAPA, a California charter city

By: _____
Steve Potter, City Manager

CITY:
CITY OF ST. HELENA,

By: _____
Anil Comelo, City Manager

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenberg, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

Exhibit A

City of St. Helena Permanent Local Housing Allocation Plan

§302(c)(4) Plan											Rev. 2/16/22				
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. The City of St. Helena has selected the City of Napa as it's delegated entity. The City of Napa will ensure that St. Helena's share of funds will be used to fund both owner occupied and renter occupied rehabilitation. The program will be an expansion of an existing program in St. Helena and will increase the number of affordable units preserved for low income households.															
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). The rental rehabilitation program requires units to be rented to or lived in (if owned) by households at or below 80% of Area Median Income. It is anticipated that some of these households will be at or below 60% of median income.															
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. St. Helena has two goals that are relevant to this proposal. The first is "Diversity of Housing to Meet Local Needs" which is further defined as facilitating the development of a variety of housing types to meet the full range of housing needs, with an emphasis on housing for the local workforce. The second goal is "Assistance to Support Affordable Housing" by providing technical and financial resources to support development of affordable housing the community.															
Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))															
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.															
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.											Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing		95%		
95% of funds will be used for owner or rental rehab. The projects eligible for these funds must be related to rehabilitation, such as improving the structural integrity of a dwelling unit in order to meet building codes, correcting health and safety issues, and correcting code violations. To qualify for the project, the applicant must be an income eligible homeowner. The owner's total household income must be at or below 80% of the area median income. Alternatively, a rental unit could be deed restricted for the similar amount. PLHA funds will be utilized to expand the program and assist additional homeowners with zero interest loans up to \$60,000.															
Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023					
Type of Affordable Housing Activity	Ownership: Rehabilitation	Ownership: Rehabilitation	Ownership: Rehabilitation	Ownership: Rehabilitation	Ownership: Rehabilitation	Rental: Rehabilitation	Rental: Rehabilitation	Rental: Rehabilitation	Rental: Rehabilitation	Rental: Rehabilitation					
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	45%	45%	45%	45%	45%	50%	50%	50%	50%	50%					
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%					TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	See 2021	See 2021	1	N/A	N/A	See 2021	See 2021	1	N/A	N/A					2

§302(c)(4)(E)(ii) Projected Number of Households Served	1	2	2	2	2	2	3	3	3	3					23
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	20	20	20	20	20					
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.															
This program is already in existence in St. Helena. The Program will be expanded as a result of PLHA Funds.															



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Approval of a Resolution Authorizing the City Manager to execute Amendment No. 5 to Noll and Tam Architects in the amount of \$25,000 to STH Contract NO: FY 2021-071 for Phase I of the Napa Valley College Tenant Improvements at the City of St. Helena for a total contract amount not-to-exceed \$261,483.

CEQA Determination: Not a CEQA project

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

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On June 28, 2022, the City Council approved a construction contract with Murray Building Inc, (MBI) to be the General Contractor for the Napa Valley College Tenant Improvement Project. The City Council also approved a contract with MarinIT for upgraded cabling and relocation services for IT infrastructure. Noll and Tam Architects have served as the Architect of Record for this project, and have provided all the design work.

The buildings at the Napa Valley College site were previously used primarily for administrative staff and for academic classes. To expedite occupancy, the City's contractors, architect, and staff have chosen to limit any major changes particularly structural changes or exterior changes. Another reason to not make major exterior or structural changes is that all modifications to the space need to be approved by the State of California Division of State Architect since the property is owned by the Napa Community College. Therefore, the project consists of nonstructural Tenant Improvements (TIs) to create office space for Police and non-police functions. The space will be occupied by various city professionals including planners, police officers, dispatchers, accountants, engineers, and other professionals. Improvements include

accessibility in accordance with Americans with Disability Act (ADA), security, and telecommunications upgrades that are necessary for City and Police Administration.

While the modifications to the building are fairly straightforward to address general city administrative office needs, the Police Department has special requirements and addressing those has complicated improvements and has extended the City's timeline and added substantial costs to the project. These items are: enhanced security including bulletproofing panels that must be installed, general security for the entire building, enhanced IT needs to meet legal requirements of Police Department servers.

DISCUSSION

The City's employees are anxious to move out of the temporary spaces and into a more permanent facility that is functional. To that end, staff and contractors are working to ensure that the new design is in compliance with all applicable laws, provides the appropriate levels of security, has sufficient capacity for future growth, and appropriate to provide the community with various services. During the last couple of months, design changes have been necessitated to provide for a more efficient use of the space and to address various issues including security, information technology, internal communication, and service optimization. The following are some of the specific issues that have been addressed:

- Security Enhancements: Security enhancements were not bid out to the general contractor and have taken more time to evaluate. As a result, this has impacted the door hardware requirements. The City has been able to find a security firm and is moving forward with the necessary requirements to keep the building safe.
- Information Technology (IT) impacts: Because the City is building out its own network for the Police Department and City Administration, a separate and new internet connection (Fiber) must be identified and established. This type of work involves a process with Comcast and the City has just received notification that the pathway identification is set to move forward. This is a critical step in the IT upgrade part of this project.
- Portable Locker/Shower Room for the Police Department: Changes had to be made to the placement of the portable building that required additional security materials. The portable building is now in production and will be delivered by the end of the year.
- New office space and a re-evaluation of overall space usage: To address adjacencies, it has been determined that all engineering, planning, building inspection, and their department heads be located in the same section of the structure. The goal being to promote internal communication on projects and be able to provide better service to the community. Similarly, other changes were made to provide for greater efficiency and functionality as it relates to use of conference rooms, access, and adjacencies.

Given these changes, updated architectural plans and construction plans are needed. For this amendment, Noll and Tam's fees are a no-to-exceed amount of \$25,500 on a time and material basis. This proposed fee from Noll and Tam includes design, construction administration (CA) and Division of State Architect closeout. Any changes to the project must be approved by the Division of State Architect (DSA).

The existing construction contract with Murray Building, the General Contractor, contains a 10% change order contingency by the approval of the Public Works Director. However, it is anticipated that the additional construction work will exceed the contingency. Staff will come back at a future City Council meeting with pricing for the construction work.

FISCAL IMPACT

The overall impact of the amendment is a total of \$25,000 and can be absorbed in the NCV TI's project contingency funds.

RECOMMENDED ACTION

Approve attached resolution and amendment.

ATTACHMENTS

[Noll and Tam Amendment #5 Scope](#)

[Amendment 5 Noll and Tam](#)

[Resolution - Noll and Tam Amendment 5](#)

St Helena City Administration and Police Offices at Napa Valley College
Noll & Tam Request for Amendment #5
Revisions to Bldg A - Room 5E, 6F and 7AA
 October 20, 2022



Background

The Amendment #5 additional fee request is for the architectural, MEP, fire sprinkler, and fire alarm work as required for the proposed revisions to Room 5E, 6F and 7AA. Revisions to the areas are noted below. The scope of work includes documentation of changes as a CCD submission to DSA, DSA review, and associated CA services. The add service will be billed on a Time and Materials basis with a NTE amount of \$21,500.

- Room 5E
 - Revise former Library open area 5E into Public Works Director Office and small open office area for cubicles. New work includes new full height partition wall, wall infill, new door, adjustments to electrical and data, additional fire sprinkler, fire alarm modification, and extension of mechanical from existing VAV. The existing skylight to remain.
 - Assumption: Thermostat will remain in the existing open space. PW office will not receive separate temperature control.
- Room 6F
 - Revise former Staff kitchen/Lactation Room into an Office. New work includes new carpet, removal of existing casework and sink, new door with lite, relocation of existing power receptacles and addition of data, provision for supply air, and removal of existing mechanical and plumbing items. Modifications to lighting and fire alarm will be as required for any new ceiling replacement work.
- Room 7AA
 - Remove room 7AA and return to open Office space. Work includes adjustments to drawing set to reflect previous conditions and address any installed conditions that need to be removed.
- Contingency
 - For any additional site visits by our consultants and unforeseen CA activities.

The breakdown of the compensation is as follows:

Additional Service	Consultant	
Architectural Services	Noll & Tam	\$7,785
Mechanical Engineering	Eddie Padilla Engineering	\$7,260
Electrical Engineering	Atium Engineering	\$4,455
Contingency		\$2,000
Subtotal Additional Services – Total Amendment #5 Fee Request		\$21,500

AMENDMENT #5

TO PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS IN THE AMOUNT OF \$25,000 TO STH CONTRACT NO: FY 2021-071 FOR PHASE I OF THE NAPA VALLEY COLLEGE TENANT IMPROVEMENTS AT THE CITY OF ST. HELENA FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$261,483

This Fifth Amendment to Professional Services Agreement STH Contract: FY 2021-071 dated April 10, 2021 ("Agreement") is made as of this 25 day of October 2022 by and between the City of St. Helena, a municipal corporation ("City"), and Noll & Tam Architects ("Consultant").

RECITALS

- A. On April 13, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described tenant improvements at the Napa Valley College Upper Campus for Phase I; and
- B. On May 25, 2021, the City Council approved resolution authorizing the City Manager or designees to execute a lease regarding a portion of the Napa Valley Community College District Upper Valley Campus; and
- C. Based on the required identified tenant improvements, the City and Consultant desired to amend the Agreement with the Consultant to provide additional fees for permitting the Division of State Architect; and
- D. Permitting for the Division of the State Architect requires full engineering consultant drawings and construction administration protocols that were not included in the original scope of work with Noll and Tam Architects; and
- E. Amendment No. 1 was for an additional \$117,622 for a total not-to-exceed amount of \$158,997; and
- F. Additional scope of work has been identified that require mechanical and electrical engineering necessary for Division of State Architect Review; and
- G. Amendment No. 2 was for an additional \$8,580 for a total not-to-exceed amount of \$167,577 and;
- H. Additional work required during the permit review process with DSA has been identified, and;
- I. Amendment 3 is for an additional \$23,983 for a total not-to-exceed amount of \$191,560 and;
- J. Additional work is required for Construction Administration, including communication with DSA and;
- K. Amendment 4 is for an additional \$44,923 for a total not-to-exceed amount of \$236,483

Page 1 of 2

Third Amendment to Professional Services Agreement STH Contract: FY 2021-071
Consultant: Noll & Tam Architects

- L. Additonal work has been identified to build a new office and revise a staff kitchen into an office which will require additional design and engineering work, and;
- M. Amendment 5 is for an additional \$25,000, for a total not-to-exceed amount of \$261,483

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation and Method of Payment, is amended to read as follows:

“Total compensation shall not exceed \$261,483...”.

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: Anil Comelo

Print Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk

Page 2 of 2

Third Amendment to Professional Services Agreement STH Contract: FY 2021-071
Consultant: Noll & Tam Architects

CITY OF ST. HELENA

RESOLUTION NO. 2022-_____

AUTHORIZING: (1) THE CITY MANAGER TO EXECUTE AMENDMENT No. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS IN THE AMOUNT OF \$25,000 TO STH CONTRACT NO: FY 2021-071 FOR PHASE I OF THE NAPA VALLEY COLLEGE TENANT IMPROVEMENTS AT THE CITY OF ST. HELENA FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$261,483

RECITALS

- A. On April 13, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described tenant improvements at the Napa Valley College Upper Campus for Phase I; and
- B. On May 25, 2021, the City Council approved resolution authorizing the City Manager or designees to execute a lease regarding a portion of the Napa Valley Community College District Upper Valley Campus; and
- C. Based on the required identified tenant improvements, the City and Consultant desired to amend the Agreement with the Consultant to provide additional fees for permitting the Division of State Architect; and
- D. Permitting for the Division of the State Architect requires full engineering consultant drawings and construction administration protocols that were not included in the original scope of work with Noll and Tam Architects; and;
- E. Amendment No. 1 was for an additional \$117,622 for a total not-to-exceed amount of \$158,997; and;
- F. Additional scope of work has been identified that require mechanical and electrical engineering necessary for Division of State Architect Review; and
- G. Amendment No. 2 was for an additional \$8,580 for a total not-to-exceed amount of \$167,577 and;
- H. Additional work required during the permit review process with DSA has been identified.
- I. Amendment 3 is for an additional \$23,983 for a total not-to-exceed amount of \$191,560, and;
- J. Additional work is required for Construction Administration, including communication with DSA and;
- K. Amendment 4 is for an additional \$44,923 for a total not-to-exceed amount of \$236,483; and;

Page 1 of 2

- L. Additonal work has been identified to build a new office and revise a staff kitchen into an office which will require additional design and engineering work, and;
- M. Amendment 5 is for an additional \$25,000, for a total not-to-exceed amount of \$261,483 and;
- N. In accordance with SHMC Title 3, Article 4, Section 3.04.320 *Award of professional service contracts based on competence*, City staff has determined Noll & Tam continues to have the appropriate experience to ensure the Napa Valley College Tenant Improvement project is performed in compliance with City requirements and standards and the project plans and specifications.

RESOLUTION

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

1. Approves Amendment No. 5 to STH Contract: FY2021-71 with Toll and Tam Architects for an additional \$25,000 for a total not-to-exceed amount of \$261,483; and
2. Authorizing the City Manager to execute Amendment No. 5.

Approved at a Regular Meeting of the St. Helena City Council on October 25, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: CONSENT ITEMS

Subject: Receive and File the Fiscal Year (FY) 2021-22 4th Quarter Finance Report (unaudited).

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

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

1. Fourth quarter (Q4) staff report for Fiscal Year (FY) 2021-22. This report is a summary of transactions from June 1, 2022 through June 30, 2022.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q4 FY 2021-22.
3. FY 2021-22 Q4 list of checks over \$50,000 (Attachment 1)
4. FY 2021-22 Q4 balance of all funds (Attachment 2)

DISCUSSION

Information presented below reflects transactions posted through June 30, 2022. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

General Fund

General Fund revenue received to date for FY 2021-22 is \$20,154,959 – 121% of the budgeted General Fund revenue has been collected. General Fund revenue is divided into the following categories:

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

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT, of which 115% of the adjusted budget have been collected. Attachment 3 provides details on each of the revenue categories. Revenues for Q4 include a non-budgeted revenue received for Emergency Relief of \$1,152,059.

General Fund expenditures are \$14,795,326 for Q4 which is 78% of the adjusted budget. Spending for FY 2021-22 is on lower than the adjusted budget at June 30th due to project spending that will continue into FY 2022-23. Funds allocated to these projects will be encumbered and rolled into the following fiscal year budget. Attachment 4 provides a summary of expenditures by Department for FY 2021-22 Q4.

Water Enterprise Fund

Water Enterprise revenue billed to date is \$7,994,216, or 120% of the adjusted total of estimated revenues for FY 2021-22 through June 30, 2022. Revenues are higher than anticipated due to penalties charged in July, August, September, October, and November as a result of the Phase II water emergency, which was not included in the estimated revenues. The penalty charges total \$2,274,907; however, adjustments continue to be made for customers who qualify for a penalty waiver due to a water leak incurred. If the amount charged for penalties is removed, the total revenue is \$6,169,309 or 93%. Revenues are trending lower for FY 2021-22 than for FY 2020-21 which was \$6,649,339 or 97% on June 30, 2021. The decline can be attributed to water conservation measures. Attachment 5 provides details of Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Water expenditures are \$6,874,247 for Q4 FY 2021-22. Overall Water Fund spending is at 74% of the adjusted budget for the Fiscal Year. Low spending is due to the timing of invoices received that were processed after the close of the fiscal year. Attachment 6 provides a summary of spending by Department for FY 2021-22 Q4.

Wastewater Enterprise Fund

Wastewater Enterprise revenue billed to date is \$3,334,238.48 or 99% of the estimated total revenues for FY 2021-22. Revenues are on target with budgeted projections. The previous FY 2020-21 Q4 revenues were at 102% for the same time period. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-3870-0000 CARES Subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Wastewater expenses are \$2,495,663 for Q4 FY 2021-22. Overall Wastewater Fund spending is at 61% for the Fiscal Year and is on target. Low spending is due to the timing of invoices received that were processed after the close of the fiscal year. Attachment 8 provides a summary of spending by Department for FY 2021-22 Q4.

Water and Wastewater Funds - Aging Report

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

At the start of the pandemic, City Council approved Resolution 2020-24 which waived all penalties and interest on amounts due for utility service and ceased termination of water service for delinquent bills for the duration of the local emergency and for 30 days following the City Council's termination of the emergency. In addition, several customers have submitted appeals for penalties that were assessed to their account for overuse of water during Phase II, which are not eligible to be waived under the penalty leak appeal policy.

Staff received direction at the October 11, 2022 council meeting for collection of unpaid water penalties. Staff will proceed with offering payment plans to customers with unpaid penalties and facilitate the process for collections.

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

Table

Period	30 - 60 Days	60 - 90 Days	90 - 120 Days	Over 120 Days
06/30/2020	\$ 159,468	\$ 189	\$ 53,754	\$ 85,773
06/30/2021	\$ 108,944	\$ 344	\$ 57,583	\$ 236,751
06/30/2022	\$ 310,541	\$ 19,016	\$ 136,974	\$ 2,076,731

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

All Funds

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

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 113 participants. The subsidy for FY 2021-22 Q4 is \$16,811.43. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2021-22 budget.

Leak Adjustment Subsidy

No leak adjustment subsidies were processed during Q4 FY 2021-22, however there were several leak appeals that were approved by the Water Advisory Board that will be included in the FY23 Q1 report. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2021-22 budget.

FY 2021-22 Q4 Checks over \$50,000

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Staff recommends the City Council receive and file the Q4 FY 2021-22 financial report.

ATTACHMENTS

[Attachment 1 - Checks by Date](#)

[Attachment 2 - Estimated Cash Balances at 06.30.21](#)

[Attachment 3 - General Fund Revenue Worksheet Historical by Type Q4](#)

[Attachment 4 - Q4 General Fund Expenses](#)

[Attachment 5 - Q4 Water Revenues](#)

[Attachment 6 - Q4 Water Expenditures](#)

[Attachment 7 - Q4 Wastewater Revenues](#)

[Attachment 8 - Q4 Wastewater Expenditures](#)

Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
115062	BBKLAW	Best Best & Krieger, Attorneys at Law	04/15/2022	69,430.09
Total for 4/15/2022:				69,430.09
115176	OTS	Operational Technical Services	04/21/2022	139,074.57
Total for 4/21/2022:				139,074.57
115231	RAFTELIS	Raftelis	04/27/2022	56,781.42
115234	REMIF	REMIF	04/27/2022	54,960.12
115262	CHAMBER	Chamber Of Commerce-St. Helena	04/27/2022	72,625.00
115264	OTS	Operational Technical Services	04/27/2022	81,972.65
115265	THOMPBUI	Thompson Builders Corporation	04/27/2022	1,070,544.55
115269	NAP06	NAPA, CITY OF	04/27/2022	102,536.00
Total for 4/27/2022:				1,439,419.74
115298	NAP05	Westamerica Bank	04/28/2022	74,593.01
115306	NAP05	Westamerica Bank	04/28/2022	79,456.41
Total for 4/28/2022:				154,049.42
115378	NAP05	Westamerica Bank	05/17/2022	75,581.72
115411	THOMPBUI	Thompson Builders Corporation	05/17/2022	1,845,289.50
Total for 5/17/2022:				1,920,871.22
115479	NAP06	NAPA, CITY OF	06/06/2022	102,416.00
Total for 6/6/2022:				102,416.00
115575	NAP06	NAPA, CITY OF	06/17/2022	125,896.00
115579	THOMPBUI	Thompson Builders Corporation	06/17/2022	177,404.33
Total for 6/17/2022:				303,300.33
115583	OTS	Operational Technical Services	06/20/2022	197,873.95
115589	REMIF	REMIF	06/20/2022	51,348.64
Total for 6/20/2022:				249,222.59
115788	NAP05	Westamerica Bank	06/30/2022	77,651.58
115796	NAP05	Westamerica Bank	06/30/2022	76,211.76
Total for 6/30/2022:				153,863.34

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (19 checks):				4,531,647.30

General Ledger

Summary Trial Balance

User: Mandy
 Printed: 10/21/2022 - 2:01PM
 Period: 01 to 13, 2022



Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 101	General Fund					
ASSETS						
Dept 10	Cash					
101-10-15-00-00	Clearing House	0.00	8,724,232.60	22,844,663.62	17,179,139.11	14,389,757.11
	ASSETS Totals:	0.00	8,724,232.60	22,844,663.62	17,179,139.11	14,389,757.11
	Fund 101 Totals:	0.00	8,724,232.60	22,844,663.62	17,179,139.11	14,389,757.11
Fund 209	HOME Grant					
ASSETS						
Dept 10	Cash					
209-10-15-00-00	Clearing House	0.00	11,146.99	30,070.37	11,523.00	29,694.36
	ASSETS Totals:	0.00	11,146.99	30,070.37	11,523.00	29,694.36
	Fund 209 Totals:	0.00	11,146.99	30,070.37	11,523.00	29,694.36
Fund 210	Community Dev Block Grant					
ASSETS						
Dept 10	Cash					
210-10-15-00-00	Clearing House	0.00	0.00	0.00	25,738.74	-25,738.74
	ASSETS Totals:	0.00	0.00	0.00	25,738.74	-25,738.74
	Fund 210 Totals:	0.00	0.00	0.00	25,738.74	-25,738.74
Fund 211	EPA Grant					
ASSETS						
Dept 10						
211-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 211 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 212	Department of Homeland Secur					
ASSETS						
Dept 10	Cash					
212-10-15-00-00	Clearing House	0.00	326.71	0.00	0.00	326.71
	ASSETS Totals:	0.00	326.71	0.00	0.00	326.71
	Fund 212 Totals:	0.00	326.71	0.00	0.00	326.71
Fund 213	GVS Grant					
ASSETS						
Dept 10						
213-10-15-00-00	Clearing House	0.00	274.50	0.40	0.00	274.90
	ASSETS Totals:	0.00	274.50	0.40	0.00	274.90
	Fund 213 Totals:	0.00	274.50	0.40	0.00	274.90
Fund 216	Public Safety Impact					
ASSETS						
Dept 10	Cash					
216-10-15-00-00	Clearing House	0.00	534,968.38	20,680.96	767.84	554,881.50
	ASSETS Totals:	0.00	534,968.38	20,680.96	767.84	554,881.50
	Fund 216 Totals:	0.00	534,968.38	20,680.96	767.84	554,881.50
Fund 218	Public Library Foundation					
ASSETS						
Dept 10	Cash					
218-10-15-00-00	Clearing House	0.00	1,305.11	1.98	0.00	1,307.09
	ASSETS Totals:	0.00	1,305.11	1.98	0.00	1,307.09
	Fund 218 Totals:	0.00	1,305.11	1.98	0.00	1,307.09
Fund 219	CLSA State Library Grant					

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
ASSETS						
Dept 10	Cash					
219-10-15-00-00	Clearing House	0.00	2,101.75	2.98	230.16	1,874.57
	ASSETS Totals:	0.00	2,101.75	2.98	230.16	1,874.57
Fund 222	Fund 219 Totals:	0.00	2,101.75	2.98	230.16	1,874.57
ASSETS	Park Bond Act					
Dept 10	Cash					
222-10-15-00-00	Clearing House	0.00	221.66	0.00	0.00	221.66
	ASSETS Totals:	0.00	221.66	0.00	0.00	221.66
Fund 223	Fund 222 Totals:	0.00	221.66	0.00	0.00	221.66
ASSETS	Skate Park Lighting Fund					
Dept 10	Cash					
223-10-15-00-00	Clearing House	0.00	0.60	0.00	0.00	0.60
	ASSETS Totals:	0.00	0.60	0.00	0.00	0.60
Fund 224	Fund 223 Totals:	0.00	0.60	0.00	0.00	0.60
ASSETS	Public Safety (COPS)					
Dept 10	Cash					
224-10-15-00-00	Clearing House	0.00	231,961.01	164,160.76	95,420.59	300,701.18
	ASSETS Totals:	0.00	231,961.01	164,160.76	95,420.59	300,701.18
Fund 225	Fund 224 Totals:	0.00	231,961.01	164,160.76	95,420.59	300,701.18
ASSETS	State Gas Tax 2105					
Dept 10	Cash					
225-10-15-00-00	Clearing House	0.00	19,293.78	30,931.20	0.00	50,224.98

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	19,293.78	30,931.20	0.00	50,224.98
	Fund 225 Totals:	0.00	19,293.78	30,931.20	0.00	50,224.98
	State Gas Tax 2106					
Fund 226	Cash					
ASSETS	Clearing House	0.00	19,024.49	18,607.83	0.00	37,632.32
Dept 10						
226-10-15-00-00						
	ASSETS Totals:	0.00	19,024.49	18,607.83	0.00	37,632.32
	Fund 226 Totals:	0.00	19,024.49	18,607.83	0.00	37,632.32
	State Gas Tax 2107					
Fund 227	Cash					
ASSETS	Clearing House	0.00	32,667.12	37,629.43	12,109.25	58,187.30
Dept 10						
227-10-15-00-00						
	ASSETS Totals:	0.00	32,667.12	37,629.43	12,109.25	58,187.30
	Fund 227 Totals:	0.00	32,667.12	37,629.43	12,109.25	58,187.30
	State Gas Tax 21075					
Fund 228	Cash					
ASSETS	Clearing House	0.00	8,568.59	2,016.02	0.00	10,584.61
Dept 10						
228-10-15-00-00						
	ASSETS Totals:	0.00	8,568.59	2,016.02	0.00	10,584.61
	Fund 228 Totals:	0.00	8,568.59	2,016.02	0.00	10,584.61
	State Gas Tax 2103					
Fund 229	Cash					
ASSETS	Clearing House	0.00	101,146.87	45,138.66	0.00	146,285.53
Dept 10						
229-10-15-00-00						
	ASSETS Totals:	0.00	101,146.87	45,138.66	0.00	146,285.53
	Fund 229 Totals:	0.00	101,146.87	45,138.66	0.00	146,285.53
	RMRA					
Fund 230						
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 230-10-15-00-00	Cash Clearing House	0.00	111,337.58	120,915.32	0.00	232,252.90
	ASSETS Totals:	0.00	111,337.58	120,915.32	0.00	232,252.90
Fund 235 ASSETS Dept 10 235-10-15-00-00	Fund 230 Totals: Measure A Cash Clearing House	0.00	111,337.58	120,915.32	0.00	232,252.90
	ASSETS Totals:	0.00	79,906.34	5,149.69	41,813.59	43,242.44
	Fund 235 Totals: Emergency Flood Relief	0.00	79,906.34	5,149.69	41,813.59	43,242.44
Fund 237 ASSETS Dept 10 237-10-15-00-00	Cash Clearing House	0.00	173,536.63	263.06	0.00	173,799.69
	ASSETS Totals:	0.00	173,536.63	263.06	0.00	173,799.69
Fund 238 ASSETS Dept 10 238-10-15-00-00	Fund 237 Totals: Training Development Fund Cash Clearing House	0.00	173,536.63	263.06	0.00	173,799.69
	ASSETS Totals:	0.00	26,369.34	5,104.38	7,143.78	24,329.94
	Fund 238 Totals: Measure T	0.00	26,369.34	5,104.38	7,143.78	24,329.94
Fund 240 ASSETS Dept 10 240-10-15-00-00	Cash Clearing House	0.00	1,713,229.70	1,374,511.62	0.00	3,087,741.32
	ASSETS Totals:	0.00	1,713,229.70	1,374,511.62	0.00	3,087,741.32

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 240 Totals:	0.00	1,713,229.70	1,374,511.62	0.00	3,087,741.32
Fund 241	Measure T - Class I Trails					
ASSETS						
Dept 10	Cash					
241-10-15-00-00	Clearing House	0.00	199,936.80	85,431.92	0.00	285,368.72
	ASSETS Totals:	0.00	199,936.80	85,431.92	0.00	285,368.72
	Fund 241 Totals:	0.00	199,936.80	85,431.92	0.00	285,368.72
Fund 277	Prop 56 Grant					
ASSETS						
Dept 10	Cash					
277-10-15-00-00	Clearing House	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
	ASSETS Totals:	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
	Fund 277 Totals:	0.00	-19,383.13	46,596.43	6,211.10	21,002.20
Fund 278	BSCC Grant					
ASSETS						
Dept 10						
278-10-15-00-00	Clearing House	0.00	2,577.35	3.91	0.00	2,581.26
	ASSETS Totals:	0.00	2,577.35	3.91	0.00	2,581.26
	Fund 278 Totals:	0.00	2,577.35	3.91	0.00	2,581.26
Fund 279	Asset Forfeit					
ASSETS						
Dept 10	Cash					
279-10-15-00-00	Clearing House	0.00	55,006.74	89.02	4,944.02	50,151.74
	ASSETS Totals:	0.00	55,006.74	89.02	4,944.02	50,151.74
	Fund 279 Totals:	0.00	55,006.74	89.02	4,944.02	50,151.74
Fund 280	Teen Center Recreation Dept					
ASSETS						
Dept 10	Cash					
280-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 280 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 283 ASSETS Dept 10 283-10-15-00-00	Tree City USA					
	Cash					
	Clearing House	0.00	131,666.36	0.00	0.00	131,666.36
	ASSETS Totals:	0.00	131,666.36	0.00	0.00	131,666.36
	Fund 283 Totals:	0.00	131,666.36	0.00	0.00	131,666.36
Fund 286 ASSETS Dept 10 286-10-15-00-00	Bocce Ball					
	Cash					
	Clearing House	0.00	50,655.65	38,128.02	26,118.52	62,665.15
	ASSETS Totals:	0.00	50,655.65	38,128.02	26,118.52	62,665.15
	Fund 286 Totals:	0.00	50,655.65	38,128.02	26,118.52	62,665.15
Fund 287 ASSETS Dept 10 287-10-15-00-00	Harvest Festival					
	Cash					
	Clearing House	0.00	12,769.34	8,768.31	11,584.27	9,953.38
	ASSETS Totals:	0.00	12,769.34	8,768.31	11,584.27	9,953.38
	Fund 287 Totals:	0.00	12,769.34	8,768.31	11,584.27	9,953.38
Fund 288 ASSETS Dept 10 288-10-15-00-00	Fourth of July					
	Cash					
	Clearing House	0.00	3,619.24	20,000.00	417.15	23,202.09
	ASSETS Totals:	0.00	3,619.24	20,000.00	417.15	23,202.09
	Fund 288 Totals:	0.00	3,619.24	20,000.00	417.15	23,202.09

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 289	Recreation Program					
ASSETS						
Dept 10	Cash					
289-10-15-00-00	Clearing House	0.00	38,385.01	0.00	2,335.27	36,049.74
	ASSETS Totals:	0.00	38,385.01	0.00	2,335.27	36,049.74
	Fund 289 Totals:	0.00	38,385.01	0.00	2,335.27	36,049.74
Fund 290	Tourism Improvement District					
ASSETS						
Dept 10	Cash					
290-10-15-00-00	Clearing House	0.00	48,431.54	683,519.39	539,987.85	191,963.08
	ASSETS Totals:	0.00	48,431.54	683,519.39	539,987.85	191,963.08
	Fund 290 Totals:	0.00	48,431.54	683,519.39	539,987.85	191,963.08
Fund 291	SB-1186 State Fees					
ASSETS						
Dept 10	Cash					
291-10-15-00-00	Clearing House	0.00	19,860.84	3,615.08	225.40	23,250.52
	ASSETS Totals:	0.00	19,860.84	3,615.08	225.40	23,250.52
	Fund 291 Totals:	0.00	19,860.84	3,615.08	225.40	23,250.52
Fund 295	N.O.A.A.					
ASSETS						
Dept 10	Cash					
295-10-15-00-00	Clearing House	0.00	2,697.96	4.08	0.00	2,702.04
	ASSETS Totals:	0.00	2,697.96	4.08	0.00	2,702.04
	Fund 295 Totals:	0.00	2,697.96	4.08	0.00	2,702.04
Fund 329	Stabo Trust					
ASSETS						
Dept 10	Cash					
329-10-15-00-00	Clearing House	0.00	37,154.84	56.32	0.00	37,211.16

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	37,154.84	56.32	0.00	37,211.16
	Fund 329 Totals:	0.00	37,154.84	56.32	0.00	37,211.16
Fund 375	Murray Ex Trust					
ASSETS						
Dept 10	Cash					
375-10-15-00-00	Clearing House	0.00	16,160.56	1,775.57	0.00	17,936.13
	ASSETS Totals:	0.00	16,160.56	1,775.57	0.00	17,936.13
	Fund 375 Totals:	0.00	16,160.56	1,775.57	0.00	17,936.13
Fund 380	Friends and Foundation					
ASSETS						
Dept 10	Cash					
380-10-15-00-00	Clearing House	0.00	45,347.27	143,804.80	135,949.18	53,202.89
	ASSETS Totals:	0.00	45,347.27	143,804.80	135,949.18	53,202.89
	Fund 380 Totals:	0.00	45,347.27	143,804.80	135,949.18	53,202.89
Fund 381	Ryan Library Trust					
ASSETS						
Dept 10	Cash					
381-10-15-00-00	Clearing House	0.00	-3,676.72	186.69	0.00	-3,490.03
	ASSETS Totals:	0.00	-3,676.72	186.69	0.00	-3,490.03
	Fund 381 Totals:	0.00	-3,676.72	186.69	0.00	-3,490.03
Fund 382	Martin Estate Trust					
ASSETS						
Dept 10	Cash					
382-10-15-00-00	Clearing House	0.00	4,427.26	172.17	650.00	3,949.43
	ASSETS Totals:	0.00	4,427.26	172.17	650.00	3,949.43
	Fund 382 Totals:	0.00	4,427.26	172.17	650.00	3,949.43
Fund 384	Tweed Trust					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 384-10-15-00-00	Cash Clearing House	0.00	748,046.43	85,056.63	31,018.99	802,084.07
	ASSETS Totals:	0.00	748,046.43	85,056.63	31,018.99	802,084.07
Fund 420 ASSETS Dept 10 420-10-15-00-00	Fund 384 Totals: 1996 GO Bonds Cash Clearing House	0.00	748,046.43	85,056.63	31,018.99	802,084.07
	ASSETS Totals:	0.00	12,360.78	24.50	0.00	12,385.28
	Fund 420 Totals: So St Helena Drainage Assessmt	0.00	12,360.78	24.50	0.00	12,385.28
Fund 443 ASSETS Dept 10 443-10-15-00-00	Cash Clearing House	0.00	29,982.95	45.45	0.00	30,028.40
	ASSETS Totals:	0.00	29,982.95	45.45	0.00	30,028.40
	Fund 443 Totals: Water Enterprise	0.00	29,982.95	45.45	0.00	30,028.40
Fund 561 ASSETS Dept 10 561-10-15-00-00	Cash Clearing House	0.00	8,807,016.47	7,685,505.27	7,497,518.55	8,995,003.19
	ASSETS Totals:	0.00	8,807,016.47	7,685,505.27	7,497,518.55	8,995,003.19
	Fund 561 Totals: 1977 Water Bond	0.00	8,807,016.47	7,685,505.27	7,497,518.55	8,995,003.19
Fund 562 ASSETS Dept 10 562-10-15-00-00	Cash Clearing House	0.00	60,229.55	0.00	0.00	60,229.55
	ASSETS Totals:	0.00	60,229.55	0.00	0.00	60,229.55

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 562 Totals:	0.00	60,229.55	0.00	0.00	60,229.55
Fund 571	Sewer Enterprise					
ASSETS						
Dept 10	Cash					
571-10-15-00-00	Clearing House	0.00	3,612,052.83	3,124,247.98	2,519,383.73	4,216,917.08
	ASSETS Totals:	0.00	3,612,052.83	3,124,247.98	2,519,383.73	4,216,917.08
	Fund 571 Totals:	0.00	3,612,052.83	3,124,247.98	2,519,383.73	4,216,917.08
Fund 572	Wastewater Bond					
ASSETS						
Dept 10	Cash					
572-10-15-00-00	Clearing House	0.00	25,418.37	0.00	0.00	25,418.37
	ASSETS Totals:	0.00	25,418.37	0.00	0.00	25,418.37
	Fund 572 Totals:	0.00	25,418.37	0.00	0.00	25,418.37
Fund 581	Insurance Benefit Fund					
ASSETS						
Dept 10	Cash					
581-10-15-00-00	Clearing House	0.00	118,182.79	17,507.24	55,127.30	80,562.73
	ASSETS Totals:	0.00	118,182.79	17,507.24	55,127.30	80,562.73
	Fund 581 Totals:	0.00	118,182.79	17,507.24	55,127.30	80,562.73
Fund 582	Internal Service Garage Fund					
ASSETS						
Dept 10	Cash					
582-10-15-00-00	Clearing House	0.00	-57,607.96	313,688.40	277,285.24	-21,204.80
	ASSETS Totals:	0.00	-57,607.96	313,688.40	277,285.24	-21,204.80
	Fund 582 Totals:	0.00	-57,607.96	313,688.40	277,285.24	-21,204.80
Fund 592	Equipment Replacement Fund					
ASSETS						
Dept 10	Cash					
592-10-15-00-00	Clearing House	0.00	225,965.48	50,000.00	7,040.10	268,925.38

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Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 593 ASSETS Dept 10 593-10-15-00-00	ASSETS Totals:	0.00	225,965.48	50,000.00	7,040.10	268,925.38
	Fund 592 Totals:	0.00	225,965.48	50,000.00	7,040.10	268,925.38
	Fire Equipment Replacement					
	Cash Clearing House	0.00	599,453.74	360,895.24	811,910.64	148,438.34
Fund 700 ASSETS Dept 10 700-10-15-00-00	ASSETS Totals:	0.00	599,453.74	360,895.24	811,910.64	148,438.34
	Fund 593 Totals:	0.00	599,453.74	360,895.24	811,910.64	148,438.34
	Flood Control Capital					
	Clearing House	0.00	119,444.95	100,329.98	18,075.75	201,699.18
Fund 713 ASSETS Dept 10 713-10-15-00-00	ASSETS Totals:	0.00	119,444.95	100,329.98	18,075.75	201,699.18
	Fund 700 Totals:	0.00	119,444.95	100,329.98	18,075.75	201,699.18
	Civic Impact					
	Cash Clearing House	0.00	733,323.24	30,443.34	2,506.37	761,260.21
Fund 733 ASSETS Dept 10 733-10-15-00-00	ASSETS Totals:	0.00	733,323.24	30,443.34	2,506.37	761,260.21
	Fund 713 Totals:	0.00	733,323.24	30,443.34	2,506.37	761,260.21
	Capital Project Planning					
	Cash Clearing House	0.00	387,409.59	525,068.40	610,697.09	301,780.90
	ASSETS Totals:	0.00	387,409.59	525,068.40	610,697.09	301,780.90
	Fund 733 Totals:	0.00	387,409.59	525,068.40	610,697.09	301,780.90

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 734 ASSETS Dept 10 734-10-15-00-00	Park Impact Cash Clearing House	 0.00	 987,541.42	 99,496.09	 0.00	 1,087,037.51
	ASSETS Totals:	0.00	987,541.42	99,496.09	0.00	1,087,037.51
	Fund 734 Totals:	0.00	987,541.42	99,496.09	0.00	1,087,037.51
Fund 740 ASSETS Dept 10 740-10-15-00-00	Traffic Mitigation Impact Cash Clearing House	 0.00	 2,719,289.92	 38,125.68	 767.83	 2,756,647.77
	ASSETS Totals:	0.00	2,719,289.92	38,125.68	767.83	2,756,647.77
	Fund 740 Totals:	0.00	2,719,289.92	38,125.68	767.83	2,756,647.77
Fund 741 ASSETS Dept 10 741-10-15-00-00	Street Capital Improvement Cash Clearing House	 0.00	 543,775.61	 432,210.76	 1,223,434.85	 -247,448.48
	ASSETS Totals:	0.00	543,775.61	432,210.76	1,223,434.85	-247,448.48
	Fund 741 Totals:	0.00	543,775.61	432,210.76	1,223,434.85	-247,448.48
Fund 742 ASSETS Dept 10 742-10-15-00-00	Storm Drain Improvement Cash Clearing House	 0.00	 798,600.59	 17,191.02	 767.83	 815,023.78
	ASSETS Totals:	0.00	798,600.59	17,191.02	767.83	815,023.78
	Fund 742 Totals:	0.00	798,600.59	17,191.02	767.83	815,023.78
Fund 743 ASSETS Dept 10 743-10-15-00-00	TDA Grant Clearing House	 0.00	 0.00	 0.00	 0.00	 0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 743 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 744	Housing Impact					
ASSETS						
Dept 10	Cash					
744-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 744 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 745	Parking In-Lieu					
ASSETS						
Dept 10	Cash					
745-10-15-00-00	Clearing House	0.00	644,519.25	7,976.99	0.00	652,496.24
	ASSETS Totals:	0.00	644,519.25	7,976.99	0.00	652,496.24
	Fund 745 Totals:	0.00	644,519.25	7,976.99	0.00	652,496.24
Fund 751	Affordable Housing					
ASSETS						
Dept 10	Cash					
751-10-15-00-00	Clearing House	0.00	-1,022,807.50	1,438,613.87	105,615.99	310,190.38
	ASSETS Totals:	0.00	-1,022,807.50	1,438,613.87	105,615.99	310,190.38
	Fund 751 Totals:	0.00	-1,022,807.50	1,438,613.87	105,615.99	310,190.38
Fund 752						
ASSETS						
Dept 10						
752-10-15-00-00	Clearing House	0.00	259,041.83	375,112.44	46,683.06	587,471.21
	ASSETS Totals:	0.00	259,041.83	375,112.44	46,683.06	587,471.21
	Fund 752 Totals:	0.00	259,041.83	375,112.44	46,683.06	587,471.21
Fund 763	Water Capital Project					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 763-10-15-00-00	Cash Clearing House	0.00	-305,077.13	80,000.00	194,849.56	-419,926.69
	ASSETS Totals:	0.00	-305,077.13	80,000.00	194,849.56	-419,926.69
Fund 764 ASSETS Dept 10 764-10-15-00-00	Fund 763 Totals: Water Impact Cash Clearing House	0.00	-305,077.13	80,000.00	194,849.56	-419,926.69
	ASSETS Totals:	0.00	362,413.50	21,716.96	767.83	383,362.63
	Fund 764 Totals: Sewer Capital	0.00	362,413.50	21,716.96	767.83	383,362.63
Fund 773 ASSETS Dept 10 773-10-15-00-00	Cash Clearing House	0.00	1,500,340.89	210.00	4,114,524.07	-2,613,973.18
	ASSETS Totals:	0.00	1,500,340.89	210.00	4,114,524.07	-2,613,973.18
Fund 774 ASSETS Dept 10 774-10-15-00-00	Fund 773 Totals: Sewer Impact Cash Clearing House	0.00	1,500,340.89	210.00	4,114,524.07	-2,613,973.18
	ASSETS Totals:	0.00	652,119.94	6,895.40	767.83	658,247.51
	Fund 774 Totals: General Fixed Assets	0.00	652,119.94	6,895.40	767.83	658,247.51
Fund 890 ASSETS Dept 10 890-10-15-00-00	Cash Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 890 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 898	General Long Term Debt					
ASSETS						
Dept 10	Cash					
898-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 898 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 999	Clearing Account					
ASSETS						
Dept 10	Cash					
999-10-15-00-00	Clearing House	0.00	-34,998,293.62	34,640,877.55	39,562,187.73	-39,919,603.80
	ASSETS Totals:	0.00	-34,998,293.62	34,640,877.55	39,562,187.73	-39,919,603.80
	Fund 999 Totals:	0.00	-34,998,293.62	34,640,877.55	39,562,187.73	-39,919,603.80
	Report Totals:	0.00	0.57	75,183,239.18	75,183,239.16	0.59

ATTACHMENT 3

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Audited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q4 FY 2022	% Collected Q1 2022
Property Taxes										
101-30-10-00-00	Property Tax-Secured	3,295,653	3,616,167	3,940,490	4,109,646	4,491,375	4,424,468	4,398,942	4,506,855	
101-30-11-00-00	ERAF Shift to State	94,115	200,292	342,386	309,857	465,733	-	443,774	496,468	
101-30-20-00-00	Property Tax-Unsecured	117,577	121,534	125,292	127,427	22,927	162,196	161,261	145,360	
101-30-30-00-00	Prior Year Property Tax	3,736	1,160	1,035	964	4,323	1,588	1,588	9,361	
101-30-90-00-00	Real Property Transfer Tax	111,591	82,829	83,805	67,964	171,689	88,000	88,000	154,175	
101-32-05-00-00	In Lieu VLF	639,236	681,160	726,626	776,392	810,122	782,140	777,628	841,911	
101-32-20-00-00	Homeowner Property Tax	15,533	15,352	15,555	15,260	12,492	17,739	17,739	14,983	
Property Taxes		4,277,441	4,718,495	5,235,189	5,407,511	5,978,661	5,476,132	5,888,932	6,169,112	105%
Sales Tax										
101-30-40-00-00	Retail Sales/Use Tax	2,868,566	2,950,480	3,159,579	2,822,979	2,945,506	3,058,400	3,058,400	3,620,282	
101-30-42-00-00	Public Safety Sales Tax	60,197	71,117	61,687	66,742	69,493	71,800	71,800	76,783	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	296,936	1,726,923	1,743,519	1,650,599	1,723,186	1,799,000	1,799,000	2,232,251	
Sales Tax		3,225,699	4,748,520	4,964,784	4,540,321	4,738,185	4,929,200	4,929,200	5,929,316	120%
Transient Occupancy Taxes										
101-30-50-00-00	Transient Occupancy Tax	2,281,834	2,841,607	3,296,741	2,470,808	1,558,565	3,131,904	3,566,991	4,431,048	
101-30-51-00-00	Transient Tax Penalty	54,403	21,973	64,084	11,154	15,689	9,036	9,036	10,463	
Transient Occupancy Taxes		2,336,237	2,863,580	3,360,825	2,481,962	1,574,254	3,140,940	3,576,027	4,441,511	124%
Other Taxes										
101-30-60-00-00	Franchise Tax	209,478	215,346	209,872	215,623	210,659	212,930	212,930	278,659	
Other Taxes		209,478	215,346	209,872	215,623	210,659	212,930	212,930	278,659	131%
Charges for Service										
101-30-61-00-00	Comcast PEG Access Fees	17,809	23,133	22,698	22,528	21,994	22,500	22,500	23,195	
101-30-75-00-00	Fire Inspection Fees	1,320	605	1,100	-	1,375	-	-	-	
101-31-23-00-00	Other Fire Fees	-	8	2,850	-	2,850	-	-	5,350	
101-33-30-00-00	Sales Of Maps/Publications	193	163	210	59	108	150	150	11	
101-33-50-00-00	Police Services	28,771	24,457	33,439	19,168	7,002	30,000	30,000	52,820	
101-33-60-00-00	Administrative Fees	1,500	7,515	-	-	-	-	-	75	
101-33-70-00-00	Planning Fees	62,345	16,508	(53,936)	-	6,000	-	-	-	
101-33-80-00-00	Engineering Fees	7,057	7,710	1,800	675	-	-	-	75	
101-33-90-00-00	Street/Sidewalk/Curb Repair	-	-	-	-	-	-	-	-	
Charges for Service		119,666	74,395	8,161	42,430	39,329	52,650	52,650	81,525	155%
Fines and Forfeits										
101-31-40-00-00	Vehicle Code Fines	40,727	29,160	28,136	22,446	24,974	27,583	27,583	68,562	
101-31-50-00-00	Other Police Fines	24,134	40,613	36,260	24,821	8,917	28,279	28,279	26,483	
101-31-55-00-00	A/R Late Penalty	4,463	4,427	3,959	215	144	500	500	276	
101-33-63-00-00	Civil Penalties	65,400	106,778	149,264	92,700	-	45,000	45,000	-	
101-34-20-00-00	Library Fines & Fees	7,585	6,032	4,087	86	-	-	-	-	
Fines and Forfeits		142,309	187,010	221,705	140,267	34,035	101,362	101,362	95,321	94%
Licenses and Permits										
101-30-70-00-00	Application & Permit Fees	3,975	10,915	5,475	4,250	3,375	5,500	5,500	1,375	
101-30-80-00-00	Business License	149,779	152,551	156,715	155,021	149,069	154,896	154,896	112,711	
101-30-81-00-00	Business License Penalty	219	756	1,555	798	619	1,332	1,332	129	
101-31-20-00-00	Building Permits	549,240	492,301	482,404	552,044	587,287	450,281	450,281	504,179	
101-33-15-00-00	Short Term Rental Permit	13,500	31,500	15,750	31,500	20,250	27,500	27,500	33,750	
101-33-74-00-00	Planning App & Permit Fees	283,125	235,830	180,329	85,429	111,100	75,000	75,000	78,838	
101-33-84-00-00	Public Works App & Permit Fees	39,725	38,500	39,300	41,175	54,300	37,132	37,132	58,350	
101-33-86-00-00	Well Permit Fee	1,300	1,300	2,600	2,600	-	1,300	1,300	1,300	
Licenses and Permits		1,040,863	963,653	884,127	872,817	926,000	752,941	752,941	790,633	105%
Development Fees										
101-33-81-00-00	Public Works Land & Dev Fees	20,800	20,325	25,600	19,360	20,800	20,325	20,325	13,600	
Development Fees		20,800	20,325	25,600	19,360	20,800	20,325	20,325	13,600	67%
Intergovernmental										
101-32-10-00-00	Motor Vehicle In-Lieu	4,391	(3,176)	2,937	-	-	3,255	3,255	-	
101-32-40-00-00	Highway Maintenance	-	-	-	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	
101-32-80-00-00	Emergency Relief	122,712	301,210	269,490	120,930	952,591	-	-	1,152,059	
101-34-61-49-00	Contrib from Gov - Police	-	-	9,221	8,484	-	-	-	8,660	
101-34-71-00-00	Reimb State Mandated Costs	-	7,965	4,538	1,647	5,489	2,040	2,040	-	
101-34-73-00-00	Other State Revenue	19	7	18	1,355	13	-	-	-	
101-34-75-00-00	Restitution	3,848	9,775	181,227	200	26	-	-	-	
101-36-80-00-00	Library Abatement	2,903	4,842	3,877	3,302	5,522	3,746	3,746	3,652	
101-38-00-80-00	Restitution Revenue	-	-	-	-	-	-	-	-	
101-38-70-00-00	Allocation from Other Agency	-	-	1,948	-	-	-	-	-	
Intergovernmental		182,726	369,478	522,112	184,773	1,012,496	57,896	57,896	1,213,226	2096%

GF Revenue Update

Account	Description	Actual 2017	Actual 2018	Actual 2019	Actual FY 2020	Audited FY 2021	Adopted FY 2022	Adjusted FY 2022	Q4 FY 2022	% Collected Q1 2022
Interest and Rents										
101-31-70-00-00	Investment Earnings	(40,336)	(41,299)	262,296	215,290	(97,343)	70,000	70,000	13,351	
101-34-76-00-00	Cash Overage/Shortage	0	(0)	22	61	-	-	-	90	
101-31-75-00-00	Interest Income		4,834	(93)	-	-	-	-	133	
101-36-10-00-00	Rental Income	180,809	214,450	153,805	89,101	79,904	73,868	73,868	97,272	
101-36-12-00-00	Rec Programs Facility Rental			865	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	5,827	1,425	1,225	750	-	1,425	1,425	225	
Interest and Rents		146,300	179,410	418,120	305,202	(17,438)	145,293	145,293	111,071	76%
Miscellaneous										
101-33-20-00-00	Legal Cost Recovery	158,922	10,683	32,726	-	-	10,000	10,000	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	193	163	-	200	-	165	165	-	
101-34-22-00-00	Library Copies	3,431	3,277	2,946	1,585	-	3,030	3,030	1,504	
101-34-23-00-00	Library Lost Material	503	313	617	500	-	500	500	382	
101-34-24-00-00	Library Room Rental	430	110	305	150	-	354	354	-	
101-34-31-00-00	Donations	1,000	-	-	300	-	-	-	1,000	
101-34-31-48-00	Donations - Fire Department	-	-	-	-	4,000	-	-	-	
101-34-31-49-00	Donations - Police Department	-	-	-	-	1,500	-	-	-	
101-34-51-00-00	Sale of Capital Assets	-	18,137	1,155	3,795	633	-	-	6,687	
101-34-60-00-00	Contributions from non-govt	-	87,500	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	-	-	1,058,502	575,000	729,864	729,864	
101-34-61-46-00	Contributions from Gov - Library	-	5,883	-	2,000	500	-	-	1,000	
101-34-70-00-00	Other Revenue	22,118	25,166	123,934	41,033	39,123	55,000	55,000	99,540	
101-34-70-22-47	Other Revenue - Jingle	-	-	-	4,389	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	-	-	123,996	120,000	120,000	186,522	
101-34-70-47-01	Other Revenue	-	-	-	-	-	20,000	20,000	-	
101-34-74-00-00	Insurance Refund	-	-	-	1,244	-	-	-	-	
101-39-98-00-00	Operating Transfers In	3,530	3,574	15,319	5,367	834,123	1,972	1,972	4,486	
Miscellaneous		190,126	174,805	182,495	60,562	2,062,376	786,021	940,885	1,030,985	110%
TOTALS		11,891,645	14,515,018	16,032,990	14,270,828	16,579,356	15,675,690	16,678,441	20,154,959	121%

General Ledger Quarterly Budget Report GF Expenses



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Period 01 - 13
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	2,492,831.00	554,195.56	4,300,965.30	2,250,948.93	1,495,820.81	34.78
Council	420,451.90	31,824.96	438,936.66	313,711.21	93,400.49	21.28
Administration	678,468.93	41,289.77	770,279.64	691,286.64	37,703.23	4.89
Finance	817,070.69	158,519.07	977,294.66	793,055.44	25,720.15	2.63
Attorney	386,000.00	0.00	386,000.00	325,380.93	60,619.07	15.70
PlanningBuilding	1,347,471.49	64,497.71	1,490,235.39	1,117,221.71	308,515.97	20.70
Library	1,001,421.89	35,680.15	1,019,271.15	838,656.58	144,934.42	14.22
Parks & Recreation	701,596.50	0.00	701,596.50	532,946.02	168,650.48	24.04
Fire	1,653,453.17	14,778.71	2,350,500.87	2,276,340.07	59,382.09	2.53
Police	3,295,102.45	0.00	3,345,398.30	3,374,431.48	-29,033.18	-0.87
Public Works	2,881,581.22	167,880.29	3,094,445.12	2,281,347.24	645,217.59	20.85
Grand Total	15,675,449.24	1,068,666.22	18,874,923.59	14,795,326.25	3,010,931.12	0.1595

General Ledger Quarterly Budget Report Water Revenues

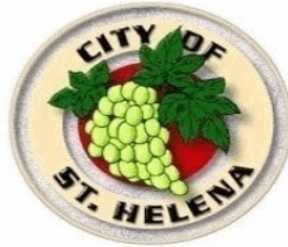


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Period 01 - 13
Fiscal Year 2022

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise					
561-38-10-00-00	Water Revenue	-1,500.00	0.00	-1,500.00	-2.33	-1,497.67
561-38-10-00-01	Residential-Inside CL	-2,596,792.00	0.00	-2,596,792.00	-2,687,157.00	90,365.00
561-38-10-00-50	Residential-Outside CL	-486,328.00	0.00	-486,328.00	-274,675.90	-211,652.10
561-38-10-01-00	Multi-Dwelling-Inside CL	-705,595.00	0.00	-705,595.00	-621,623.54	-83,971.46
561-38-10-01-50	Multi Dwelling-Outside CL	-19,945.00	0.00	-19,945.00	-4,279.65	-15,665.35
561-38-10-10-00	General Commercial-Inside CL	-2,070,001.00	0.00	-2,070,001.00	-1,948,432.12	-121,568.88
561-38-10-17-00	Landscape Meter	-180,139.00	0.00	-180,139.00	-139,287.57	-40,851.43
561-38-10-99-10	Fire Service-Inside CL	-15,362.00	0.00	-15,362.00	-46,075.18	30,713.18
561-38-10-99-20	Fire Service-Outside CL	-7,864.00	0.00	-7,864.00	-10,927.22	3,063.22
561-38-10-99-50	Finance Charges	-25,000.00	0.00	-25,000.00	0.00	-25,000.00
10	SB2 Planning Grant	-6,108,526.00	0.00	-6,108,526.00	-5,732,460.51	-376,065.49
561-38-40-00-00	Property Rentals	-8,400.00	0.00	-8,400.00	0.00	-8,400.00
40	Property Rentals	-8,400.00	0.00	-8,400.00	0.00	-8,400.00
561-34-51-00-00	Sale Of Capital Asset	0.00	0.00	0.00	-1,176.00	1,176.00
51	Sale Of Capital Asset	0.00	0.00	0.00	-1,176.00	1,176.00
561-38-60-00-00	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-12,956.07	7,456.07
60	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-12,956.07	7,456.07
561-31-70-00-00	Investment Earnings	-50,000.00	0.00	-50,000.00	-12,623.61	-37,376.39
561-34-70-00-00	Other Revenue	-8,500.00	0.00	-8,500.00	-12,671.17	4,171.17
561-38-70-00-00	CARE Subsidy	-22,700.00	0.00	-22,700.00	29,090.54	-51,790.54
70	CARE Subsidy	-81,200.00	0.00	-81,200.00	3,795.76	-84,995.76
561-34-71-00-00	Water Emergency Penalties	0.00	450,000.00	-450,000.00	-2,274,906.80	1,824,906.80
71	Water Emergency Penalties	0.00	450,000.00	-450,000.00	-2,274,906.80	1,824,906.80
561-33-80-00-00	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
80	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit Fees	-1,000.00	0.00	-1,000.00	-350.00	-650.00
83	Raw Water Permit Fees	-1,000.00	0.00	-1,000.00	-350.00	-650.00
561-33-85-00-00	Water Conservation Fines	0.00	0.00	0.00	23,837.50	-23,837.50
85	Water Conservation Fines	0.00	0.00	0.00	23,837.50	-23,837.50
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
Grand Total		<u>-6,205,776.00</u>	<u>0.00</u>	<u>-6,655,776.00</u>	<u>-7,994,216.12</u>	<u>1,338,440.12</u>

General Ledger Quarterly Budget Report Water Expenditures



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Period 01 - 13
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,232,950.00	43,000.00	1,712,950.00	1,248,423.30	421,526.70	24.61
Council	21,197.56	0.00	21,197.56	14,810.97	6,386.59	30.13
Administration	182,897.67	5,638.84	189,814.59	200,775.26	-16,599.51	-8.75
Finance	553,305.81	53,948.71	695,120.13	507,067.54	134,103.88	19.29
Attorney	159,500.00	0.00	419,500.00	425,890.01	-6,390.01	-1.52
Public Works	4,931,183.44	215,728.33	6,296,860.58	4,477,279.50	1,603,852.75	25.47
Grand Total	7,081,034.48	318,315.88	9,335,442.86	6,874,246.58	2,142,880.40	0.2295

General Ledger Quarterly Budget Report WW Revenues



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Fiscal Year 2022

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-20,000.00	-20,000.00	-7,598.41	-12,401.59
31	SEWER ENTER. INVESTMENT EARNIN	-20,000.00	-20,000.00	-7,598.41	-12,401.59
571-34-51-00-00	Sale of Capital Assets	0.00	0.00	-6,050.26	6,050.26
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	-10,355.43	755.43
571-34-80-00-00	Annexation Fees	-2,600.00	-2,600.00	-4,788.00	2,188.00
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-21,193.69	8,993.69
571-35-00-00-00	Residential	-1,472,369.00	-1,472,369.00	-1,526,321.25	53,952.25
571-35-00-01-00	Multiple Dwelling	-216,912.00	-216,912.00	-259,811.54	42,899.54
571-35-00-03-00	Laundromat	-14,531.00	-14,531.00	-17,698.61	3,167.61
571-35-00-10-00	General Commercial	-1,251,227.00	-1,251,227.00	-1,195,501.34	-55,725.66
571-35-00-11-00	Restaurants	-130,036.00	-130,036.00	-103,000.49	-27,035.51
571-35-00-12-00	Service Station	-3,213.00	-3,213.00	-2,922.43	-290.57
571-35-00-14-00	Motels-No Food Service	-135,765.00	-135,765.00	-146,906.30	11,141.30
571-35-00-15-00	Supermarkets	-17,935.00	-17,935.00	-13,272.51	-4,662.49
571-35-00-18-00	Mixed Retail-Plus Food Service	-19,463.00	-19,463.00	-17,411.58	-2,051.42
571-35-00-20-00	Industrial	-20,523.00	-20,523.00	-21,586.65	1,063.65
571-35-00-30-00	Libraries & Schools	-37,773.00	-37,773.00	-19,192.13	-18,580.87
571-35-00-60-60	Car Wash	-2,123.00	-2,123.00	-1,907.56	-215.44
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,321,870.00	-3,321,870.00	-3,325,532.39	3,662.39
571-38-10-99-50	Finance Charges	-18,500.00	-18,500.00	0.00	-18,500.00
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	0.00	-1,300.00
571-38-70-00-00	CARE Subsidy	-2,500.00	-2,500.00	20,086.01	-22,586.01
38	Dept	-22,300.00	-22,300.00	20,086.01	-42,386.01
571	Sewer Enterprise	-3,376,370.00	-3,376,370.00	-3,334,238.48	-42,131.52
Grand Total		-3,376,370.00	-3,376,370.00	-3,334,238.48	-42,131.52

General Ledger Quarterly Budget Report Wastewater Expenditures



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Period 01 - 13
Fiscal Year 2022

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	516,994.00	43,000.00	546,994.00	262,774.87	241,219.13	44.10
Council	21,197.56	0.00	21,197.56	14,810.77	6,386.79	30.13
Administration	123,408.60	3,913.89	128,454.58	134,842.36	-10,301.67	-8.02
Finance	379,951.99	33,525.63	511,616.03	332,537.73	145,552.67	28.45
Attorney	26,500.00	0.00	26,500.00	11,349.17	15,150.83	57.17
Public Works	2,308,317.99	110,920.41	2,846,373.90	1,739,348.02	996,105.47	35.00
Grand Total	3,376,370.14	191,359.93	4,081,136.07	2,495,662.92	1,394,113.22	0.3416



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: PUBLIC HEARINGS

**Subject: Triannual California Building Standards Code Adoption
Modifying Chapter 15 of the St Helena Municipal Code and
Revision of Gate code for Residential Properties:**

1. **Consideration and proposed approval of a resolution to amend the residential gate code; and**
2. **Conduct first reading and proposed approval by title only waiving further reading of the Ordinance titled "Amendments to St. Helena Municipal Code Title 15 Buildings and Construction, Adopt and Amend in full the 2022 California Building Standards Code, Title 24.**

**CEQA Exempt
Determination:**

Prepared By: Philip Henry, Chief Building Official

Reviewed By: Maya DeRosa, Community Development Director

Approved By: Maya DeRosa, Community Development Director

BACKGROUND

The City of St. Helena has a commitment to sustainability. The Countywide Climate Action committee's recent Greenhouse Gas (GHG) inventory update illustrates the need for action to be taken to have an appreciable impact on climate change. In the discussion below, specific code changes are summarized which will help reduce the carbon footprint of St. Helena and implement many of the Climate Action implementation actions of our General Plan. With this update to the City's Building Codes, the City continues to take actions, consistent with state policy, to address the need to make structures more energy efficient and reduce GHGs.

The State of California routinely updates building standards with the goal of making the habitable structures more energy efficient and to address climate change. The changes being proposed by the attached amendments are intended to continue that practice and

will result in habitable structures being more energy efficient with the goal of reducing greenhouse gas (GHG) emissions.

The State has updated and adopted the California Building Standards Code, which will become effective on January 1, 2023. The proposed ordinance and resolution would adopt the California Building Standards Code as required by State law, as well as make local amendments to the Building Standards Code justified by local conditions in the City of St. Helena. Pursuant to State law, none of the local amendments may be less restrictive than the States Building Standards Codes.

The California Energy Commission (CEC) is the state's primary energy policy and planning agency with a mission to lead the state to a 100 percent clean energy future. The CEC develops policy to reduce energy usage and costs, limit the environmental impacts of energy generation and use, and ensure a safe, resilient, and reliable supply of energy. There is a direct correlation between the CEC and the Building Code. Homes and businesses use nearly 70 percent of California's electricity and are responsible for a quarter of California's greenhouse gas (GHG) emissions. As California's energy policy agency, the CEC was mandated by the Warren Alquist Act to periodically update and adopt building standards to increase energy efficiency of buildings and reduce GHGs. Part 6 of Title 24 implemented this mandate so that every three years the CEC presents Building Energy Efficiency Standards (Energy Code) updates for new construction and renovations to existing buildings. After the CEC adopts these standards, they are submitted to the California Building Standards Commission for approval and inclusion with other changes to the building code. The Energy Code is designed to be cost-effective so that implementation is affordable while helping California manage energy demand and advance the state's climate and clean air goals.

New and more efficient technologies are being developed all the time, with many supported by funding from state programs that bring these energy innovations to markets and consumers. The 2022 Energy Code builds on California's technology innovations, encouraging inclusion of market-ready electric products in new construction, such as heat pumps for climate control and water heating. The update also requires all new homes be electric-ready. That means buildings with gas stoves have the electrical panels and wiring to support a switch to electric stoves. Further advancements and cost reductions will continue to expand electric options for heating, cooking, laundering, and EV charging to meet all Californians' needs. These are crucial steps in the state's progress toward 100 percent clean electricity and carbon neutrality by midcentury, or earlier.

DISCUSSION

The California Building Standards Commission (CBSC) is responsible for developing and adopting State Building, Fire and other related codes. Over the last three (3) years, the CBSC has gone through a planning process and adopted the 2023 California Building Standards Code, California Code of Regulations, Title 24, 12 Parts (Standards Code). The Standards, which include some changes to the code currently in effect, becomes effective on January 1, 2023.

Every three (3) years the California Building Standards Commission reviews the available model codes. On July 1, 2022 the State of California adopted the 2023 California Building Standards Code, which becomes effective on January 1, 2023. The State has given local jurisdictions until the end of the year to adopt the new code and any local amendments.

SUMMARY OF KEY-CODE CHANGES

Municipal Code Title 15, Buildings and Construction, contains either by reference or amendment the rules and regulations which comprise the “City of St. Helena Building Code”. The last update of this Title was in November of 2019 when the 2019 California Building Standards Code was adopted.

The attached “Exhibit A, Title 15, Buildings and Construction” includes the chapters of the Municipal Code that are proposed for amendment and adoption. The California Codes are adopted by reference and are available in the Community Development Department, Building Division for review. The following is a summary of the key code changes (both State and local amendments) beginning in January 2023:

2022 California Building Code:

- Increase fee for work without permit from double to triple original permit fee
- Additional requirement to comply with the Wildland Urban Interface (WUI) provisions for accessory structures despite exemption from permit
- Prohibit Inter-lock kits or any other means of connection of generator to premise wiring except by use of an approved transfer switch
- Add Wildland Urban Interface (WUI) construction requirements to Moderate and High Fire Hazard Severity Zones within the Local Responsibility Areas (LRA). Currently we only enforce WUI within the Very-High Fire Hazard Severity Zones

2022 California Fire Code:

- All weeds or grass shall be cut and maintained at no higher than 4” above ground by June 1st of each year; add ability of city to recover costs associated with abatement by means of lien upon property for owners who fail to remedy violations
- Defensible space around structures increased from 100’ to 150’.
- Tree limbs required to be removed to not less than 6’ above ground.

2022 California Energy Code:

The most significant change in the 2022 Building Energy Efficiency Standards (Energy Code) affecting single-family residential buildings is a prescriptive baseline for heat-pump water heating or space heating systems. There are also new requirements for additions and alterations of existing single-family dwellings. These and other significant changes include:

- Gas water heater installations will need to provide a space for future heat-pump water heater
- Indoor air quality ventilation systems with motorized outdoor air dampers
- Update Kitchen vented range-hood ventilation rates based on floor area and fuel type

- Adds installed heat recovery ventilation (HRV) and Energy Ventilation Recovery (ERV); systems must have HERS verified maximum fan efficacy
- Adds Energy Storage System (ESS) ready requirements
- Adds electric ready requirements for space heating, cooktops and clothes dryers when gas equipment is installed
- Updates energy design rating (EDR) metric. Compliance requires separately meeting EDR1, efficiency EDR2, and total EDR2.
- Adds water heating equipment must be a HPWH meeting certain criteria or a solar water-heating system with electric back-up.
- Adds exception that no PV system is required when size is less than 1.8 kWdc per the available SARA; (this was lowered from 2.0 kWdc in the 2019 Code).
- Duct leakage testing required for extending any length of existing duct.
- Updates roof and ceiling insulation in a vented attic for additions less than 700 SF; overall assembly U-factor of 0.025 (R-38 in wood frame).
- Updates duct leakage testing when more than 25' of ducts are replaced or installed.
- Expands HPWH requirements to all climate zones
- Expands roof replacement efficiencies to additional climate zones.
- Adds roof deck insulation for low-sloped roofs.
- Adds ceiling insulation for vented attics when replacing a gas furnace.
- Adds requirement for alterations that increase exterior door area to meet U-factor.

With the new 2022 Energy Code, electric is in and gas installations are discouraged. While a gas appliance may be installed under the 2022 code, a penalty will be incurred that will need to be made up in another area within the building envelope. The goal is to build all electric homes with heat-pump technology, thereby reducing Greenhouse gas emissions (GHG). In addition, new homes are envisioned to have PV-solar with battery storage to allow for all energy used by these new homes to be generated and stored on-site without a need to draw from the power grid.

More information is available on the California energy Commission's (CEC) website @ <https://www.energy.ca.gov/data-reports/tracking-progress>

Potential Subsequent Amendment to the Plumbing Code

The City understands that additional GHG benefits could be realized by requiring the use of greywater for all new residential construction. Currently this is voluntary but staff requests the City Council consider directing staff to prepare a subsequent update to the Plumbing Code making this mandatory.

Specific Proposed Amendments to Building Electrical, Mechanical, Plumbing and Fire Codes:

The new code includes building, electrical, mechanical, plumbing codes, the fire code, the energy code, the historical building code, the green building code, and the residential code as follows:

I. Errata for the 2022 Title 24 Codes:

- Based on the 2021 International Building Code for the 2022 California Building Code, Part 2;
- Based on the 2021 International Residential Building Code for the 2022 California Residential Code, Part 2.5;
- Based on the 2020 National Electrical Code for the 2022 California Electrical Code, Part 3;
- Based on the 2021 Uniform Mechanical Code for the 2022 California Mechanical Code, Part 4;
- Based on the 2021 Uniform Plumbing Code for the 2022 California Plumbing Code, Part 5;
- Based on the 2021 International Fire Code for the 2022 California Fire Code, Part 9;
- Based on the 2021 International Existing Building Code for the 2022 California Existing Code, Part 10;

II. Updates for the following parts authored by the State of California:

- The 2022 California Administrative Code. Part 1;
- The 2022 California Green Building Standards (CAL Green) Code, Part 11;
- The 2022 California Referenced Standards Code, Part 12;
- The 2022 California Energy Code, Part 6; and
- The 2022 California Historical Building Code, Part 8
- (Part 7 of the code is vacant.)

III. The following list highlights the corrected and/or new amendments specific to the State of California Codes and the St. Helena Municipal Code;

- 1.Municipal Code, Section 15.04.050, is changed to show correct date of the new code.
- 2.Municipal Code, Section 15.04.090, replace the word “insure” with ensure.
- 3.Municipal Code, Section 15.04.140, item C, is changed to show correct date of the new code; add language to require an investigation fee equal to three times the amount of the permit fee for work commencing without a required permit.
- 4.Municipal Code, Section 15.08.010, is changed to show the correct date of new code.
- 5.Municipal Code, Section 15.08.020, item C, is changed to show correct date of the new code; Item A, add the following language “It is permissible that these structures still be regulated by Section 710A despite exemption from permit”.
- 6.Municipal Code, Section 15.08.030, amendment is hereby deleted.
- 7.Municipal Code, Section 15.12.010, is changed to show correct date; add adoption of Appendix I, Patio Covers.
- 8.Municipal Code, Section 15.12.020, is changed to show the correct date of the new code. Correct reference to code section numbering in items A & B.
- 9.Municipal Code, Section 15.12.030 is hereby deleted; this section has been relocated to Chapter 15.32 California Existing Building Code.
- 10.Municipal Code, Section 15.16.010 is changed to show the correct date of the new code.

11. Municipal Code, Section 15.18.010, is changed to show correct date of the new code.
12. Municipal Code, Section 15.20.010 is changed to show the correct date of the new code.
13. Municipal Code, Section 15.24.010, is changed to show the correct date of the new code; Add Item B, Section 702.5 Transfer Equipment is amended to read: Connection to wiring for buildings or well pumps served by commercial power shall be made by means of a manual or automatic transfer switch. The transfer switch shall be listed to UL1008
14. Municipal Code, Section 15.28.010, is changed to show the correct date of the new code.
15. Municipal Code, Section 15.28.020, Amend Section R337.1,3.1 by adding the following language: "land designated by cities and other local agencies including: 2.1 Moderate Fire Hazard Severity Zones; 2.2 High Fire Hazard Severity Zones; 2.3 Very-High Fire Hazard Severity Zones".
16. Municipal Code, Section 15.32. 010, is changed to show the correct date of the new code.
17. Municipal Code, Section 15.32.020, is changed to correct section numbers in the new code, and correct spelling. Add item C: Part 10, Chapter 14 Relocated or Moved Buildings. (This language was relocated from Section 15.12.030 in prior code).
18. Municipal Code, Section 15.53.010, is changed to show correct date of the new code.
19. Municipal Code, Section 15.54.010, is changed to show the correct date of the new code.
20. Municipal Code, Section 15.55.010, is changed to show the correct date of the new code

Municipal Code, Section 15.36 (Fire Code)

21. Municipal Code, Section 15.36.020, is changed to show the correct date of the new code.
22. Municipal Code, Section 15.36.040 is updated to correct the date of new code. Item C: add the words "or property" to code section; add the following language to Section 110: "All grass and weeds shall be cut to a maximum of 4 inches in length and all dead, dying and/or decaying vegetation shall be removed by June 1st each year. Upon discovery of any public nuisance as defined by this code, the city administrator or his designee may notify the owner and any responsible person that the nuisance shall be abated by the city at such person's expense unless they appear at the stated time and place to show cause why there should be no abatement pursuant to 1.12.140 through 1.12.200 (prior code Section 1.24). If the owner fails to correct such conditions, the Fire Code Official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists." Add Item F, Section 304.1.2 is amended to read as follows: "Vegetation. Weeds, grass, vines, or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. All grass and weeds shall be cut to a maximum of 4 inches in length and all dead, dying and/or decaying vegetation shall be removed by June 1st each year."

23.Municipal Code Section 15.36.050, Section 503.4.1 is changed to show correct date of the new code.

24.Municipal Code, Section 15.36.080, is changed to correct date of new code. Item A, #1 has been changed from 100 feet to 150 feet for effective fuel breaks between buildings and structures. Item A is further changed to add #4.5 “Remove all limbs from trees up to no less than 6 feet from the ground”.

INCENTIVES FOR INSTALLING GREEN ENERGY IMPROVEMENTS

The City desires to incentivize certain GHG friendly type of home improvements such as solar and electric water heaters for a specific period of time in 2023 (May 1, 2023 to October 31, 2023) by providing a significant, deep discount (80%) on the permit fees for these home improvements that reduce GHG emissions. Staff will bring back a separate request to the City Council soon to reduce building permit fees for these types of improvements during the prescribed time period.

FISCAL IMPACT

There are direct no direct fiscal impacts related to the City of St. Helena as a result of the proposed California Building Code Adoption.

The City will improve the cost recovery on building permits resulting from code enforcement efforts if the Council supports the staff request to triple the building permit fee for these building permits.

RECOMMENDED ACTION

The Community Development Department, Building Division recommends the City Council:

1. Find the proposed amendments to the Building Code is exempt from CEQA under Section 15061 (b) (3) the ‘General Rule’; and
2. Introduce and and conduct first reading and approve by title only and waive further reading of Ordinance titled “Amendments to St. Helena Municipal Code Title 15 Buildings and Construction, Adopt and Amend in full the 2022 California Building Standards Code, Title 24.

ATTACHMENTS

[Exhibit A- Municipal Code Title 15 Buildings and Construction Amendments-With Out Section 15.36 Fire Code](#)

[Exhibit B – Municipal Code Title 15.36 Buildings and Construction Amendments-Fire Code](#)

[Exhibit C - Draft Ordinance](#)

Exhibit A

**Title 15
BUILDINGS AND CONSTRUCTION**

Chapters:

- 15.04 General Provisions**
- 15.08 Administration of the California Building Standards Code**
- 15.12 California Building Code Adopted**
- 15.16 California Mechanical Code Adopted**
- 15.18 California Energy Code Adopted**
- 15.20 California Plumbing Code Adopted**
- 15.24 California Electrical Code Adopted**
- 15.28 California Residential Code Adopted**
- 15.32 California Existing Building Code**
- 15.36 California Fire Code Adopted**
- 15.40 Retrofitting of Unreinforced Masonry Buildings**
- 15.44 Building Numbering System**
- 15.48 Trailers and Trailer Camps**
- 15.52 Flood Damage Prevention**
- 15.53 California Green Building Standards Code Adopted**
- 15.54 California Administrative Code Adopted**
- 15.55 California Referenced Standards Code Adopted**

Chapter 15.04 GENERAL PROVISIONS

Sections:

<u>15.04.010</u>	Short title.
<u>15.04.020</u>	Purpose.
<u>15.04.030</u>	Authority.
<u>15.04.040</u>	Building division—Created.
<u>15.04.050</u>	Building Official—Powers and duties generally.
<u>15.04.060</u>	Building Official—Recordkeeping duties.
<u>15.04.070</u>	Jurisdiction.
<u>15.04.080</u>	Permits required.
<u>15.04.090</u>	Inspections—Authority—Concealment prohibited.
<u>15.04.100</u>	Violations of other ordinance.
<u>15.04.110</u>	Conformance with zoning ordinance.
<u>15.04.120</u>	Copies of codes.
<u>15.04.130</u>	Specific findings for code amendments.
<u>15.04.140</u>	Violations—Penalties.

15.04.010 Short title.

The provisions codified in this title shall be known as the “St. Helena Building Code,” may be cited as such, and will be referenced to in this title as “this building code.” (Prior code § 4.1)

15.04.020 Purpose.

The city council expressly finds that the purpose of this building code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the city, and certain equipment specifically regulated in this building code. (Prior code § 4.2)

15.04.030 Authority.

This building code is adopted pursuant to the authority granted by Section 11 of Article XI of the State Constitution to a city to make and enforce within its limits all such local police, sanitary, and other regulations as are not in conflict with general laws. It is further adopted in conformity with the provisions of Sections 50022.1 to 50022.10, inclusive, of the California Government Code relating to the adoption of codes by reference. (Prior code § 4.3)

15.04.040 Building division—Created.

There is contained within the city the building division, which shall be under the jurisdiction of the Building Official designated by the appointing authority. (Prior code § 4.4)

15.04.050 Building Official - Powers and duties generally.

Section 104.1, General, California Building Code ~~2013~~2022 Chapter 1, is amended to read as follows:

The Building Official is authorized and directed to enforce all of the provisions of this building code and of the codes adopted by reference by this building code. The Building Official is authorized to consult experts that he or she deems to be qualified in all fields related to the subject matter of this building code and of the codes adopted by reference by this building code to the extent that he or she deems it reasonably necessary to assist him or her in carrying out his or her duties hereunder. The decision of the Building Official in enforcing the provisions of this building code or of the codes adopted by reference by this building code or in interpreting the provisions thereof or in exercising the authority delegated thereby shall be final, subject to appeal as provided in Section 113 of the ~~2013~~2022-California Building Code Chapter 1.

15.04.060 Building Official—Recordkeeping duties.

The Building Official shall cause a permanent record to be kept of all pertinent transactions of the building division under this building code and the codes adopted by this building code and to render a monthly report to the city council of all permits issued and fees collected. (Prior code § 4.6)

15.04.070 Jurisdiction.

This building code shall apply within all of the territory of the city. (Prior code § 4.7)

15.04.090 Inspections—Authority—Concealment prohibited.

- A. All work for which a permit is required shall be subject to inspection by the Building Official to ~~insure~~ensure compliance with all requirements of this building code.
- B. It shall be the responsibility of the owner or person doing work authorized by a permit to notify the Building Official orally or in writing when such work is ready for inspection. Such notification shall be given at least twenty-four (24) hours before the work is to be inspected.

- C. No portion of any building, structure, wiring, plumbing or equipment which is required to be inspected shall be permanently covered or concealed without approval of the Building Official.
- D. The Building Official shall have authority to remove or require the removal of any obstruction which prevents the required inspection of any portion of a building, structure, wiring, plumbing, electrical or mechanical equipment. (Prior code § 4.9)

15.04.100 Violations of other ordinance.

No permit shall be issued pursuant to this title if at time of issuance there exists in respect to the premises for which the permit is to be issued any violation of the city's zoning ordinance, the city's subdivision ordinance, or of any other ordinance of the city whether such violation was committed by the then owner of the premises or his or her predecessors or by anyone claiming under the owner or his or her predecessors. (Prior code § 4.10)

15.04.110 Conformance with zoning ordinance.

No building permit shall be issued which is inconsistent with the St. Helena zoning ordinance. (Prior code § 4.11)

15.04.120 Copies of codes.

The Building Official shall make available in the offices of the building division, for review by the general public, at least one copy of all uniform codes or state building standards adopted by Sections 15.08.010, 15.12.010, 15.16.010, 15.20.010, 15.24.010, 15.28.010, 15.32.010, 15.36.010, 15.53.010, and 15.54.010, as well as local amendments and any other state regulations relating to buildings or structures, building service equipment published in Titles 8, 19, 20, 24, and 25 of the California Code of Regulations. (Prior code § 4.12)

15.04.130 Specific findings for code amendments.

Each amendment to the California Building Standards Code, California Code of Regulations, Title 24, adopted by this title, is reasonably necessary because of the following determinations due to local climatic, geological, or topographic conditions pursuant to Health and Safety Code, Section 17958.5:

- A. The city is characterized by a narrow valley floor surrounded and intermingled with steep hill terrain, containing areas which are very susceptible to wildland fires. Wildland fires are considered a significant threat in St. Helena. Native vegetation of brush, woodland, grassland and forest become extremely flammable during summer and remain so if

drought conditions prevail during the winter months. Drought cycles appear in this area every seven to eleven (11) years.

- B. Earthquake is considered to be one of the most potentially destructive threats to life and property in the city. A moderate to severe seismic incident on any of the several fault zones in relative close proximity to St. Helena is expected to cause extensive property damage, disruptions to communications systems, and damage to public utility systems.
- C. St. Helena is divided geographically into two parts by the north to south flow of the Napa River. Significant damaging flooding occurs in portions of the city approximately every five to ten (10) years. Warnings are usually given several hours to a few days before such floods. This natural barrier can serve as a severe impediment to the delivery of public safety services in time of flood.
- D. Several areas within the city offer poor access for the delivery of public safety services because of the severity of slopes, and the existence of natural barriers such as the Napa River, Sulphur Creek, and York Creek. (Prior code § 4.13)

15.04.140 Violations—Penalties.

Section 114 Violation Penalties, California Building Code Chapter 1, is amended to read as follows:

- A. Generally. No person whether as owner, lessee, sub-lessee or occupant, shall erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of this title. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this title, shall constitute a continuing violation of this title.
- B. Misdemeanor. Any person violating any of the provisions of this title shall be deemed guilty of a misdemeanor, and each such person is guilty of a separate offense for each day or portion thereof during which any violation of any of the provisions of this title is committed, continued, or permitted.
- C. Consistent with Section 109.4 and 114.4, of the 201620192022 California Building Code 2013 Administration, any person who violates a provision of this building code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this building code, shall be subject to penalties as prescribed by law. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be at least equal to, and not to exceed three times the amount of the permit fee required by this code. The payment of such investigation fee

shall not exempt any person from compliance with all other provisions of this building code nor from any penalty prescribed by law.

- D. Authority to File. Where a public nuisance exists, the city may immediately commence action or actions, proceedings at law and in equity, for the abatement, removal and enjoinder thereof in the manner provided by law; and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate and remove such public nuisance and restrain and enjoin any person from maintaining such nuisance. (Ord. 02-5 § 4 (part): prior code § 15.04.140)

Chapter 15.08

ADMINISTRATION OF THE CALIFORNIA BUILDING STANDARDS CODE

Sections:

- [15.08.010](#) California Building Standards Code ~~2013~~692022 Chapter 1 Administration —Adopted
- [15.08.020](#) California Building Standards Code ~~2013~~692022 Chapter 1 Administration—Amendments
- [15.08.030](#) Section 116, California Building Standards Code ~~2013~~692022 Chapter 1 Unsafe Structures and Equipment
- [15.08.040](#) Adoption of the International Property Maintenance Code, 2009~~12~~18 Edition, with Amendments
- [15.08.050](#) Amendments to the International Property Maintenance Code

15.08.010 California Building Standards Code ~~2013~~692022 Chapter 1 Administration —Adopted

For the purpose of establishing proper regulations for the administration of the various codes covered in this building code, each of Chapter 1 of the California Building Code of the State of California, Chapter 1 of the Plumbing Code, Chapter 1 of the Mechanical Code, and Annex H of the Electrical Code, ~~2013~~692022 edition, is adopted in its entirety excepting additions, revisions and omissions listed in Section 15.08.020.

15.08.020 California Building Code ~~2013~~692022 Chapter 1 Administration—Amendments

- A. Section 105.2, Work exempt from permit, California Building Code ~~2013~~692022 Chapter 1, items 1-5 only, is amended to read as follows:
 - 1. One-story residential detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet, not over 12 feet in height, and the structure contains no plumbing, electrical, or heating systems or appliances. *It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.*
 - 2. Fences not over 6 feet (1829 mm) high.

3. Oil derricks (subject to approval of Napa County Environmental Management)
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I,II,III A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 200 gallons.

- B. Section 109.2, Schedule of permit fees, California Building Code ~~2013~~2019~~2022~~-Chapter 1, is amended to read as follows:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the most current City Council fee resolution.

- ~~C.~~ Section 109.6, Refunds, California Building Code ~~2016~~2019~~2022~~
~~3 Appendix Chapter 1~~, is amended to read as follows:

The Building Official is authorized to establish a refund policy.

1. The Building Official may authorize refunding of the permit fee paid, less the hourly rate set forth by the most current City Council fee resolution, when no work has been done under a permit issued in accordance with this building code.
2. The Building Official may authorize refunding the plan review fee paid, less the hourly rate set forth by the most current City Council fee resolution, when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
3. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty days after the date of fee payment.

~~15.08.030 Unsafe Structures and Equipment~~ is amended to read as follows:

~~For the purpose of this building code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.~~

15.08.040 Adoption of the International Property Maintenance Code, 2012 2018 Edition, with Amendments.

For the purpose of regulation and governing the conditions and maintenance for all property, buildings and structures; by providing the standard for supplied utilities and facilities and other physical conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; that certain code known as the International Property Maintenance Code, 2018² Edition including Appendix A, as published by the International Code [Conference Council](#), hereinafter referred to as the "Property Maintenance Code," save and except such portions as are hereinafter changed, added to or amended by Section 15.08.060 of this chapter.

15.08.050 Amendments to the International Property Maintenance Code

The International Property Maintenance Code is amended to read as follows;

- A. Section 101.1 These regulations shall be known as the Property Maintenance Code of the City of St. Helena (hereinafter referred to as "the code").
- B. Section 102.7 Where the term "International Building Code" appears in this code, it shall mean the California Building Code as adopted by this jurisdiction with amendments. Where the term "International Fire Code" appears, it shall mean the California Fire Code as adopted by the City Council with amendments. Where the term "International Existing Building Code" appears, it shall mean the California [Existing](#) Building Code as adopted by City Council with amendments. Where the term "International Fuel Gas Code" appears, it shall mean the California Plumbing Code as adopted by the City Council with amendments. Where the term "International Mechanical Code" appears, it shall mean the California Mechanical Code as adopted by the City Council with amendments. Where the term "International Plumbing Code" appears, it shall mean the California Plumbing Code as adopted by the City Council with amendments. Where the term "International Zoning Code" appears, it shall mean the St. Helena Municipal Code, Title 17
- C. Section 103 is hereby deleted.
- D. Section 104.3 is amended to add the following phrase to the end of the last sentence; "including the warrant provisions of Section 1822.50 et seq. of the Code of Civil Procedure of the State of California."
- E. Section 106.2, 106.3, 106.4, and 106.5 are hereby deleted.
- F. Section 107.1 Notice to person responsible. Whenever the Code Official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice may be given in the manner prescribed in the St. Helena Municipal Code Section 1.12.

- G. Sections 107.2, 107.3, 107.4, 107.5, and 107.6 are hereby deleted.
- H. Section 108.3 Whenever the Code Official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 1.12 of the St. Helena Municipal Code. [If The](#) notice shall be in the form prescribed in Section 1.12.150 of the St. Helena Municipal Code.
- I. Sections 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the Code Official, there is imminent danger due to an unsafe condition, the Code Official may order the necessary work be to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the Code Official deems necessary to meet such emergency.
- J. Section 109.3 Closing streets. When necessary for public safety, the Code Official may temporarily close structures and close or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.
- K. Section 109.4 Emergency repairs. For the purposes of this section, the Code Official may employ the necessary labor and materials to perform the required work as expeditiously as possible.
- L. Sections 109.5 and 109.6 are hereby deleted.
- M. Sections 110.2 Notices and Orders. All notices and orders shall comply with the St. Helena Municipal Code Chapter 1.12.150.
- N. Section 110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the Code Official may cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be in lien upon such real estate.
- O. Section 111.2 is amended by adding the following sentence: Nothing contained in this section shall prevent the Mayor or City Council from appointing the Mayor and City Council as the Board of Appeals.
- P. Section 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that

person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

- Q. Section 202 definition of CODE OFFICIAL. Where used in this code, the term Code Official shall refer to the Chief Building Official, and his or her designated agents or representatives.
- R. Section 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 6 inches tall. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided however, this term shall not include cultivated flowers and gardens.
- S. Section 304.14 Insect Screens. Every door, window and other outside opening required for ventilation on habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screened door used for insect control shall have a self-closing device in good working condition. (The exceptions in the code are not amended.)
- T. Section 308.2.2 Refrigerator. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.
- U. Section 308.3.1 Garbage facilities. The owner of every dwelling shall supply an approved leak proof, covered, outside garbage container and a recycling container. Every person maintaining or using any solid waste can or receptacle shall keep the same clean and sanitary.
- V. Section 308.3.1.1. Within all residential districts in the city, no person shall use, locate or maintain (store) any solid waste can, garbage container or waste receptacle within the public right of way other than on the day of removal service. Containers shall be stored out of public view on non-service dates whenever practical; or stored nearest the main structure.
- W. Section 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units or terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat in order to maintain a temperature of not less than 68°F (18°C) during the period the spaces are occupied. (The exceptions in the code are not amended.)

15.08.070 Enforcement and Penalties.

- A. In addition to the enforcement powers and/or remedies provided in this chapter, the Chief Building Official shall have the power to enforce the provisions of this chapter as provided in Chapter 15.04.030.
- B. The violations of the International Property Maintenance Code as adopted in this chapter are misdemeanors/infractions and are subject to the penalties set forth in Section 1.12 of the St. Helena Municipal Code.

Chapter 15.12 CALIFORNIA BUILDING CODE ADOPTED

Sections:

- 15.12.010 California Building Code—Adopted.
- 15.12.020 California Building Code—Amendments
- ~~15.12.030~~ ~~Moved Buildings~~
- 15.12.040 Appendix J

15.12.010 California Building Code—Adopted.

The ~~2013~~2022 California Building Code, known as the California Code of Regulations, Title 24, Part 2 Volumes 1 and 2, Appendix I – Patio Covers, and Appendix J- Grading, Based on ~~2012~~2021 International Building Code, Published by the International Code Council and the amendments set forth in section 15.12.020 is adopted.

15.12.020 California Building Code—Amendments

Based upon the findings set forth in Section 15.04.130, the following sections and/or subsections of the ~~2013~~2022 California Building Code, are amended to read as follows:

- A. Chapter 5, General Buildings Heights and Areas, Section 50~~2.14.2~~, Address Identification.
Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers shall contrast with their background and shall not be less than 4" in height. House numbers shall not be obstructed by vegetation. Any building located more than 50 feet from the street shall have its address posted at the driveway entrance and shall be visible from both directions of travel along the road. In new construction, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.
Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.
Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.
- B. Chapter 31, Special Construction, Section 3109.~~24.1~~, Swimming Pool

Enclosures and Safety Devices, Barrier Height and Clearances:

The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

15.12.030 Moved Buildings

~~Chapter 34A, Existing Structures, Section 3410A Moved Structures is amended as follows to include:~~

~~Buildings, structures and their building service equipment moved into or within this jurisdiction shall comply with the provisions of the technical codes for new building or structures and their building service equipment.~~

~~A. — Permits required. Before any building or structure is moved on or along any street within the city, a permit shall first be obtained from the Building Official for such moving. The permit application shall describe the streets and route over which the building will travel, the location of final installation if within the city, and the hours during which building will be moved. The Building Official will collect a fee of one hundred dollars (\$100.00) for required investigations and inspections. This fee shall be separate from any construction permit related fees.~~

~~B. — Prior to issuance of permit, the applicant shall obtain an encroachment permit from the city engineer. The Building Official shall notify all affected city officials and, in the event that any such officials object to route or time of travel, changes shall be made to meet such objections.~~

~~C. — Bond Required. In addition to all other requirements of the building code relating to the moving of buildings and structures, no permit for such moving shall be issued until the applicant shall have filed with the Building Official a corporate surety bond in favor of the city or a cash deposit in lieu of such bond. The bond shall be conditioned that the applicant will strictly comply with all provisions of the Building Code relating to the moving of buildings and structures and that the applicant will pay for any and all damage which may result by reason of such moving to any fence, hedge, tree, pavement of streets or sidewalks, pipes, poles and wires, or to any public or private property, and to hold harmless the city against any costs or expense which may accrue in consequence of such moving. The bond shall be in such amount as determined by the Building Official and approved by the city attorney, but in no case less than one thousand dollars~~

~~(\$1,000.00). At the option of the applicant, a cash deposit in the same amount may be deposited with the city treasurer.~~

~~D. —Time limited during which building may be left standing on one city block. No person owning, or having charge of the removal of, any building being moved over any street shall permit such building to be, or stand, on any street within the limits of one block for a period of more than twenty-four hours.~~

~~E. Moving buildings—Prevention of injury to street or property. No person owning or having charge of the moving of any building or structure over any street shall allow or cause injury to any fence, hedge, tree, pavement, sidewalk, gas pipe, water pipe, sewer pipe, electric wires or the poles supporting them, or any other public or private property by reason of such removal.~~

15.12.040 Appendix J Amended

Appendix J is amended as follows:

- A. Where the term “building official” is used in this appendix, change to “City Engineer.”
- B. Section J103.1, Permits required.
Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefore from the Building Official with approval from the City Engineer for minor grading activities which do not require a grading permit. A grading permit issued by the City Engineer is required for any one of the following:
 - 1. Grading of more than 50 cy of material (includes pools);
 - 2. Disturbance of an area or more than 10,000 sq ft;
 - 3. Cut or fill more than three feet;
 - 4. Alter or add any drainage facilities or courses
- C. Section J103.2, Exemptions.
Except as stated in J103.1 above, a grading permit shall not be required for the following:
 - 1. Cemetery graves.
 - 2. Refuse disposal sites controlled by other regulations.
 - 3. Excavations for wells, or trenches for utilities.
 - 4. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties
 - 5. Exploratory excavations performed under the direction of a registered design professional.
- D. Section J106.1 Maximum Slope.
Repeal exceptions.

E. Section J108.3 Slope Protection

Change “approved by the building official” to “approved by the City Engineer”.

F. Section J109.1 Drainage and Terracing, General, Unless otherwise recommended by a registered design professional, drainage facilities and terracing shall be provided in accordance with requirements of this section and the latest state and local storm water quality requirements and ordinances.”

Repeal exceptions.

G. Section J109.3 Interceptor drains, Interceptor drains shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet (12 192 mm), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the City Engineer, but shall not be less than 50 horizontal to 1 vertical (2 percent). The drain shall be paved with concrete not less than 3 inches (76 mm) in thickness, or by other materials suitable to the application. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the City Engineer.

H. Section J109.4 Drainage across property lines, Drainage across property lines shall not exceed that by volume and flow that existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices such as infiltrator and dissipater basins, riprap or cobble surrounds, and gravel or rock infiltration trenches/pits

I. Section J110.1 General, The faces of cut and fill slopes shall be prepared and maintained to control erosion.

Repeal exceptions.

Chapter 15.16

CALIFORNIA MECHANICAL CODE ADOPTED

Sections:

15.16.010 California Mechanical Code Adopted.

The ~~2013~~²⁰¹⁹~~2022~~ Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, Part 4, incorporating the Uniform Mechanical Code, ~~2012~~²⁰¹⁵~~2021~~ Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted including all appendices, and without amendments.

Chapter 15.18 CALIFORNIA ENERGY CODE ADOPTED

Sections:

15.18.010 California Energy Code—Adopted.

~~15.18.020 California Energy Code—Amendments.~~

15.18.010 California Energy Code — Adopted.

The ~~2013~~²⁰²² Building Energy Efficiency Standards, comprising Title 24, Parts 1 and 6, of the California Code of Regulations, is mandatory statewide. Local government agencies may adopt and enforce energy efficiency standards for newly constructed buildings, additions, alterations, and repairs provided the California Energy Commission finds that the standards will require buildings to consume no more energy than permitted by Title 24, Part 6. Such local standards may include adopting the requirements of Title 24, Part 6 before their effective date, requiring additional energy conservation measures, or setting stricter energy budgets.

Chapter 15.20 CALIFORNIA PLUMBING CODE ADOPTED

Sections:

15.20.010 California Plumbing Code Adopted.

15.20.020 ~~California Plumbing Code Amendments.~~

15.20.1010 California Plumbing Code – Adopted.

The ~~e-2013~~²⁰²² Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, Part 5, incorporating the Uniform Plumbing Code, ~~2012~~²⁰²¹ Edition, published by the International Association of Plumbing and Mechanical Officials, with amendments set forth in section 15.20.020 including Appendices, (A),(B),(D), (G) and (L), is hereby adopted.

~~**15.20.020** California Plumbing Code – Amendments.~~

~~Chapter 4, Plumbing Fixtures and Fixture Fittings is amended to include Section 15.53.020 B. Section 4.303.1, Indoor Water Use, Twenty percent savings. As illustrated by Table 4.303.2, column 2.~~

Chapter 15.24 CALIFORNIA ELECTRICAL CODE ADOPTED

Sections:

- 15.24.010 California Electrical Code — Adopted.
15.24.020 California Electrical Code — Amendments.

15.24.010 California Electrical Code – Adopted.

The ~~2013~~2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, Part 3, incorporating the National Electrical Code, ~~2014~~2020 Edition, published by the National Fire Protection Association and Annex H of the Electrical Code, with amendments set forth in section 15.24.020 is hereby adopted.

15.24.020 California Electrical Code — Amendments.

- A. Article 230 Services, Section 230.70(A)1 Readily Accessible Location, is amended to read as follows:
 Electrical disconnecting equipment in structures served by a remote or detached electrical service shall be readily accessible to fire-fighting personnel. The disconnecting equipment shall be installed on the exterior of the building and identified for fire-fighting personnel.

B. 702.5 Transfer Equipment. Section 702.5 Transfer Equipment is amended to read as follows:

B. ——— “Connection to premise wiring for buildings or well-pumps served by commercial power shall be made by means of a manual or automatic transfer switch. The transfer switch shall be listed and labeled to UL 1008, and shall comply with the provisions of this code, and Section 1204 of the California Fire Code. Interlock kits of any type shall be prohibited as a means of preventing inadvertent interconnection of normal and alternate power sources.”~~Article 334, Non-Metallic Sheathing Cable, Section 334.12 Uses Not Permitted, is amended to read as follows:~~

~~Type NM or NMC. Types NM and NMC cables shall not be used in the following:~~

- ~~1. In any dwelling or structure exceeding three floors above grade. For the purpose of this article, the first floor of a building shall be that floor that has fifty percent (50%) or more of the exterior wall surface area level with or above finished grade. One additional level that is the first level and not designed for human habitation and used only for vehicle parking, storage, or similar use shall be permitted.~~

- ~~2. As service entrance cable.~~
- ~~3. In any nonresidential occupancy.~~
- ~~4. In storage battery rooms.~~
- ~~5. In hoistways.~~
- ~~6. Embedded in poured concrete.~~

Chapter 15.28 CALIFORNIA RESIDENTIAL CODE ADOPTED

Sections:

15.28.010 California Residential Code Adopted.

15.28.020 California Residential Code Adopted —Amendments.

The ~~2013~~²⁰¹⁹~~2022~~ Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, Part 2.5, incorporating the International Residential Code, ~~2012~~²⁰¹⁵~~2021~~ Edition, is hereby adopted including all appendices, and with amendments set forth in Section 15.28.020.

15.28.020 California Residential Code Adopted —Amendments.

Section R313.1 is amended by adding; “and qualified additions and remodels as prescribed in the amended section 903.2 of the 2013 CFC” and by repealing the exception.

Section R313.2 is amended by adding; “and qualified additions and remodels as prescribed in the amended section 903.2 of the 2013 CFC” and by repealing the exception.

Section R337.1.3.1 is amended by adding “land designated by cities and other local agencies including”:

2.1 Moderate Fire Hazard Severity Zones

2.2 High Fire Hazard Severity Zones

2.3 Very high Fire hazard Severity Zones

Chapter 15.32 CALIFORNIA EXISTING BUILDING CODE

Sections:

- 15.32.010 California Existing Building Code—Adopted
15.32.020 California Existing Building Code—Amendments.

15.32.010 California Existing Building Code—Adopted

The ~~2013~~~~69~~2022 edition of the California Existing Building Standards Code, known as the California Code of Regulations, Title 24, Part 10, incorporating the ~~2012~~~~85~~2021 International Existing Building Code, published by the International Code Council, with amendments set forth in section 15.32.020 is adopted.

15.32.020 California Existing Building Code —Amendments.

Based upon the findings set forth in Section ~~15.04.130~~, Chapter A1, Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings, Section A106 Materials Requirements, A106.~~3.3.4.2.3.5~~ Number of tests, is amended to read as follows:

- A. The minimum number of tests per class for brick or hollow clay tile masonry walls shall be as follows:
 1. At each of both the first and top stories, not less than two tests per wall or line of wall elements providing a common line of resistance to lateral forces.
 2. At each of all other stories, not less than ~~nt~~ one test per wall or line of wall elements providing a common line of resistance to lateral forces.
 3. In any case, not less than ~~that~~than one test per 1,500 square feet of wall surface and not less than a total of eight tests.
- B. The minimum number of tests for *stone masonry walls* shall be as follows:
 1. One test per wall per story, except that storefront walls not used to resist lateral forces, need not be tested.
 2. Not less than one test per 2,500 square feet (232.3m²) of wall surface.

Part 10, Chapter 14 Relocated or Moved Buildings

Section 1401 Moved Structures is amended as follows to include:

Buildings, structures and their building service equipment moved into or within this jurisdiction shall comply with the provisions of the technical codes for new building or structures and their building service equipment.

- A. Permits required. Before any building or structure is moved on or along any street within the city, a permit shall first be obtained from the Building Official for such moving. The permit application shall describe the streets and route over which the building will travel, the location of final installation if within the city, and the hours during which building will be moved. The Building Official will collect a fee of one hundred dollars (\$100.00) for required investigations and inspections. This fee shall be separate from any construction permit related fees.
- B. Prior to issuance of permit, the applicant shall obtain an encroachment permit from the city engineer. The Building Official shall notify all affected city officials and, in the event that any such officials object to route or time of travel, changes shall be made to meet such objections.
- C. Bond Required. In addition to all other requirements of the building code relating to the moving of buildings and structures, no permit for such moving shall be issued until the applicant shall have filed with the Building Official a corporate surety bond in favor of the city or a cash deposit in lieu of such bond. The bond shall be conditioned that the applicant will strictly comply with all provisions of the Building Code relating to the moving of buildings and structures and that the applicant will pay for any and all damage which may result by reason of such moving to any fence, hedge, tree, pavement of streets or sidewalks, pipes, poles and wires, or to any public or private property, and to hold harmless the city against any costs or expense which may accrue in consequence of such moving. The bond shall be in such amount as determined by the Building Official and approved by the city attorney, but in no case less than one thousand dollars (\$1,000.00). At the option of the applicant, a cash deposit in the same amount may be deposited with the city treasurer.
- D. Time limited during which building may be left standing on one city block. No person owning, or having charge of the removal of, any building being moved over any street shall permit such building to be,

or stand, on any street within the limits of one block for a period of more than twenty-four hours.

E. Moving buildings—Prevention of injury to street or property. No person owning or having charge of the moving of any building or structure over any street shall allow or cause injury to any fence, hedge, tree, pavement, sidewalk, gas pipe, water pipe, sewer pipe, electric wires or the poles supporting them, or any other public or private property by reason of such removal.

Chapter 15.40 RETROFITTING OF UNREINFORCED MASONRY BUILDINGS

Sections:

<u>15.40.010</u>	Short title.
<u>15.40.020</u>	Purpose.
<u>15.40.030</u>	Scope.
<u>15.40.040</u>	Authority.
<u>15.40.050</u>	Definitions.
<u>15.40.060</u>	Future retrofitting legislation.
<u>15.40.070</u>	Change of occupancy.
<u>15.40.080</u>	Addition, alteration or repair.
<u>15.40.090</u>	Penalties for noncompliance.
<u>15.40.100</u>	Appeals process.
<u>15.40.110</u>	Recovery of penalties.
<u>15.40.120</u>	Remedies.

15.40.010 Short title.

This chapter shall be known as the “unreinforced masonry building (URM) ordinance.” (Prior code § 4B.1)

15.40.020 Purpose.

It is generally acknowledged that the city will experience earthquakes in the future due to its proximity to the Rodgers Creek, Hayward and San Andreas faults, and may reasonably be expected to experience moderate to severe ground shaking during a significant earthquake. Such ground shaking may result in serious injury or death or impaired economic value due to damage or collapse of buildings in St. Helena. Buildings constructed of unreinforced masonry have been widely recognized for experiencing life safety hazardous damage including partial or total collapse during moderate to strong earthquakes. The purpose of this chapter is to provide alternative construction regulations designed to reduce the risk of death or injury resulting from earthquake hazards in existing unreinforced masonry buildings in a timely and economically feasible manner while preserving the historic character of the community. (Prior code § 4B.2)

15.40.030 Scope.

The provisions of this chapter contain procedures for the systematic review and reconstruction of all existing unreinforced masonry buildings within the city to improve their safety during an earthquake. This chapter does not require alteration of existing electrical, plumbing or mechanical systems unless the conditions or defects endanger the life, health, property or safety of the public or the building's occupants. Access for the physically disabled shall be provided to the extent required by the latest edition of the California Building Code and/or the State Historical Building Code. The requirements of this chapter shall apply to all buildings or portions of buildings constructed with unreinforced masonry walls with the following exceptions:

- A. A building which has been seismically retrofitted since 1980, which complies with the strengthening standards in effect at the time as determined by the Building Official;
- B. A detached group R division 3 occupancy or a detached group R division 1 occupancy having four living units or fewer;
- C. Accessory buildings serving group R division 3 occupancies or accessory buildings serving group R division 1 occupancies having four living units or fewer;
- D. Public schools;
- E. Hospitals; or
- F. State or federally owned buildings.

(Prior code § 4B.3)

15.40.040 Authority.

- A. The Building Official or designee is authorized and directed to enforce all provisions of this chapter.
- B. Unless otherwise noted, the provisions of the current code shall apply; however, this chapter shall not preclude the enforcement of any federal, state or other local codes, laws or ordinances.
- C. The Building Official shall have the power to render interpretations of this chapter and to adopt and enforce rules and regulations supplemental to this chapter as he or she may deem necessary in order to clarify the application of the provisions of this chapter. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this chapter. (Prior code § 4B.4)

15.40.050 Definitions.

For the purposes of this chapter, certain words, phrases, terms and their derivatives shall be construed as specified in this section. Words, phrases, and terms that are used in this chapter, but not specifically defined, shall have the meanings set forth in the applicable local, state or federal code, if appropriate. Other such words, phrases and terms shall be accorded their ordinary meanings.

“Architect” means a person who is licensed to practice architecture in this state.

“Architectural and engineering fees” means all design and analysis costs, not repair costs.

“Building,” for the purpose of determining occupant load, means any contiguous or interconnected structure; for purposes of engineering evaluation, shall mean the entire structure or portion thereof which will respond to seismic forces as a unit.

“Current code” or current “CBC” means the current edition of the California State Building Code, as amended from time to time and as amended by the city.

“Current California Existing Building Code” or “current CEBC” means the seismic provision for unreinforced masonry bearing wall buildings in the current edition of the International Existing Building Code as adopted and amended by the city.

“Engineer” means any professional, civil or structural engineer who is licensed to practice engineering in this state.

“Owner” means any individual or group of individuals or firm or any other entity holding legal or equitable title to the real property.

“Prevailing code” means the “regular building regulations” as that term is used in the California Health and Safety Code, which govern the design and construction of non-historical buildings within the city.

“Qualified historical building” means any building, structure or collection of structures deemed of importance to the history, architecture, or culture of an area by an appropriate local, state, or federal governmental jurisdiction. This shall include structures on existing or future national, state or local historical registers or official inventories of historical or architecturally significant sites, places, historic districts, or landmarks.

“Unreinforced masonry building” or “URM building” means any building or structure containing one or more walls constructed wholly or partly with unreinforced masonry walls.

“Unreinforced masonry wall” or “URM wall” means a masonry wall in which the area of reinforcing steel is less than twenty-five percent (25%) of the minimum steel ratios required by the current CEBC for reinforced masonry.

“Upgrading” means all work necessary to comply with the requirements of this chapter.

“Valuation” means the total value of all construction work determined in accordance with prevailing code, except structural and fire upgrading work required by this chapter, for which a building permit is issued as well as finish work, roofing, mechanical systems, elevators, disabled access, and any other permanent equipment. (Ord. 02-5 § 5 (part); prior code § 4B.5)

15.40.060 Future retrofitting legislation.

No URM building which has been seismically retrofitted to the standards required in this chapter shall, within a period of fifteen (15) years after completion of the work required for such retrofit, or such other period as the state may from time to time adopt, be identified as a "seismic hazard to life" pursuant to any other seismic mitigation building standard adopted by the city, unless: (a) such building no longer meets the structural upgrade standards under which it was retrofitted; or (b) the occupancy classification for such building is changed. (Prior code § 4B.7)

15.40.070 Change of occupancy.

A URM building shall be retrofitted to the applicable standard upon a change of occupancy as defined in the current CBC, if the Building Official determines that the change will create an increased occupancy load or a hazardous condition. (Prior code § 4B.8)

15.40.080 Addition, alteration or repair.

- A. Whenever addition, alteration or repair work to a URM building involves any one of the following conditions, the building shall be upgraded to comply with the applicable retrofit standards prior to the approval of the addition, alteration, or repair work:
 - 1. The total cost for all addition, alteration and repair work exceeds fifty percent (50%) of the total replacement cost of the existing building. The valuation of the work and the replacement cost of the existing building shall be determined by the Building Official.
 - 2. Dead and live vertical or horizontal loading is increased by five percent on the affected supporting elements of the roof or floor of a building.
 - 3. More than fifty percent (50%) of the total floor areas of the building is involved in substantial structural alteration as determined by the Building Official.
 - 4. The cumulative area of additions, excluding basement additions, exceeds thirty percent (30%) of the existing total floor area of the building excluding basement.
- B. Addition, alteration or repair work shall mean the cumulative addition, alteration or repair work performed on the building within any four year period.
- C. When the owner believes the Building Official has made an error in his or her application of this section, the owner may appeal the determination to the building conservation appeals board in accordance with Section 15.40.110 of this chapter. (Prior code § 4B.9)

15.40.090 Penalties for noncompliance.

- A. It is unlawful for the owner of a potentially hazardous URM building subject to this chapter to fail to comply with the provisions of this chapter. After written notification thereof from the city to the owner, each owner who fails to complete the building upgrades required by this chapter r, for such building shall, in addition to any other penalty or remedy which may be assessed pursuant to this chapter or other applicable law, be guilty of an infraction. Each day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted shall be a separate offense. This penalty shall attach the day following the last day of the period during which the owner is to complete the upgrades. The maximum penalty under this subsection shall be ten thousand dollars (\$10,000.00) per building.

- B. In addition to the penalty authorized by subsection (A) of this section, the Building Official may take the following actions in the event of any failure to comply with the requirements of this chapter within the specified time period:
 - 1. Notify all parties with a financial interest in the property (such as mortgage lenders, lienholders, insurance bearers) and the tenants that the building is a hazardous URM building and is in violation of this chapter;
 - 2. File a statement with the county recorder's office describing the potential hazards of the building and the violations of this chapter. Upon correction of the violation of this chapter the Building Official will file a release of any order of unreinforced masonry building hazard mitigation that may have been recorded;
 - 3. Post a sign on the building to designate it as a hazardous URM building. The signs shall be located at well-lighted locations, readily visible by the occupants and public when entering the building and shall be protected from damage. Location, form and content of the sign is subject to the Building Official's approval. The building owner shall be responsible for installing and maintaining the signs and immediately replacing them, at the owner's expense, as necessary. When the owner corrects all violations of this chapter to the satisfaction of the Building Official, the posting of the building required by this section shall be removed. However, if the owner violates any aspect of this chapter after the posting has been removed, the Building Official will repost the building immediately;
 - 4. The city council may cause any building not abated within the time limits set forth herein, to be vacated, strengthened, repaired, rehabilitated, remodeled, demolished or upgraded in accordance with the provisions of this chapter and place a lien on the property for all costs incurred.

- C. The owner may appeal any action or penalty for noncompliance in accordance with Section [15.40.110](#) of this chapter. (Ord. 02-5 § 5 (part); prior code § 4B.10)

15.40.100 Appeals process.

- A. Exemption from URM Program. If the owner believes that his or her building is not a potentially hazardous URM building or is otherwise exempted from the provisions of this chapter, the owner shall submit evidence, such as original drawings or test results, to substantiate the claim. The Building Official will review the evidence submitted by the owner and will remove the building from the city's list of potentially hazardous URM buildings if the Building Official determines that the building is exempted or in compliance with this chapter. Any decision of the Building Official pursuant to this subsection may be appealed first to the building conservation appeals board and finally to the city council, in accordance with the procedures set forth in this section.
- B. Appeal of Addition, Alterations, or Repair. When the owner believes the Building Official made an error in his or her determination regarding additions, alterations or repairs, the owner may appeal the determination to the building conservation appeals board. Such appeal shall be made within thirty (30) days after the date of the Building Official's written decision.
 - 1. Such appeal shall be made in the form specified by this section and be filed with the Building Official. The appeal shall state specifically the alleged error or abuse of discretion by the Building Official. The appeal will be heard by the building conservation appeals board within thirty (30) days of the date of receipt of the appeal by the city. Not less than seven days prior to the hearing date, the Building Official shall give notice to the appellant of the date, time and place of the hearing. The board shall be authorized to continue the hearing from time to time.
In considering the appeal, the board shall determine whether, based upon the record, the Building Official erred or abused his or her discretion. Error or abuse of discretion is shown if it is established that the Building Official failed to follow the provisions of this chapter.
 - 2. The decision of the board shall be in writing and a copy of the board's decision shall be mailed or otherwise delivered to the appellant by the Building Official within seven days of the date of the board's decision. The applicant may appeal the board's decision to the city council in the form specified by this section. The appeal shall be made to the city clerk within thirty (30) days of the date of receipt of the board's final action notice.
- C. Appeal of Noncompliance Penalties and Actions. Any decision by the Building Official to impose penalties or take actions in the event of any

failure to comply with the requirements of this chapter may be appealed by the owner or the owner's agent to the city council. Any such appeal shall be made within thirty (30) days of the date of the Building Official's mailing of notification. The appeal shall be made on a form approved by the Building Official and shall state specifically how the Building Official has either committed an error or has abused his or her discretion. In considering the appeal, the council shall determine whether, based upon the record, the Building Official erred or abused his or her discretion. The decision of the council shall be in writing and shall be final. Revocation of a certificate of occupancy, if appealed, will not become effective until the decision of the council is final and in writing.

- D. Written Appeal Required. The written appeal and filing fee shall be submitted to the city clerk. The written appeal shall contain the following:
1. The names of the appellants;
 2. A brief statement setting forth the legal interest of each of the appellants in the land and/or building involved;
 3. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellants;
 4. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside;
 5. The submittal of any documents, sworn statements or other written material claimed to have value on the contentions made in support of the appeal;
 6. The signatures of all parties named as appellants and their mailing addresses;
 7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal. (Prior code § 4B.11)

15.40.110 Recovery of penalties.

- A. The penalties imposed on the building owner shall be assessed against the real property subject to this chapter and shall, in addition, be an obligation of the owner of the subject property. If the owner of a building is a group of individuals, firms, or other entities or any combination thereof, the obligation imposed by this section shall be joint and several. The Building Official shall give the owner of the building a written notice showing the amount of the penalty and requesting payment thereof. If the amount of such penalty is not paid to city within thirty (30) days after the date of such notice, the Building Official shall forward a report of the penalties to the city council for confirmation.
- B. The property owner shall be given at least fifteen (15) days' written notice of the confirmation hearing before the city council. The amount of the penalties shall be confirmed by the city council, unless the city council finds, based upon evidence in the record, that the Building Official erred in

- imposing or in computing the amount of the penalty. If such error is found, the city council may modify the amount of the penalty, as warranted.
- C. Upon confirmation of the penalty, the city council shall direct the Building Official to record in the office of the county recorder, a certificate substantially in the following form:

NOTICE OF SPECIAL ASSESSMENT LIEN

Pursuant to Section [15.40.100](#), of the St. Helena Municipal Code, the penalty of \$ _____ was assessed by the Building Official, and confirmed by the St. Helena City Council, against the described real property and such amount has not been paid, in full, and the City of St. Helena does hereby claim a special assessment lien upon the hereinafter described real property in said amount; the same shall be a lien upon the real property until such sum has been paid in full. The real property herein above mentioned and upon which a lien is claimed is that certain parcel of land lying and being in the City of St. Helena, County of Napa, State of California and particularly described as follows, to wit:

(Insert description of property)

Dated _____

Building Official

Such lien attaches upon recordation of the notice of special assessment lien. The description of the parcel in the notice of lien shall be that used for the same parcel as the county assessor's map book for the current year. The county assessor shall enter each assessment on the county tax roll opposite the affected parcel of land. The amount of the assessment shall be collected and shall be subject to the same penalties and the same procedures for foreclosure and sale, in case of delinquencies, as provided for ordinary municipal taxes. (Prior code § 4B.12)

15.40.120 Remedies.

In addition to the penalties in Section [15.40.100](#) of this chapter, the following remedies are available to the city and may be imposed independently or in combination with each other at the sole discretion of the Building Official, unless otherwise noted herein:

- A. Maintenance of a URM building beyond the time specified in Section [15.40.060](#)(E) of this chapter for completion of upgrades to such building is declared a public nuisance.
- B. The city may seek injunctive relief on behalf of the public to enjoin a building owner's violation of this chapter.

- C. The city may withhold the issuance of any building permit and/or may suspend the existing building permits on the subject building unless otherwise authorized by the Building Official for emergency repairs.
- D. The Building Official, after written notice to the owner, may revoke or suspend the occupancy permit for any structure for which the owner violates any of the provisions of this chapter. The notice of revocation or suspension shall provide the owner the right to provide the Building Official with evidence that the occupancy permit should not be revoked or suspended either because the structure is not subject to the provisions of this chapter or because the Building Official did not follow the provisions of this chapter.
- E. Any person violating any provision of this chapter shall be guilty of an infraction.
- F. These remedies are not exclusive and the city may utilize any other remedies available at law or equity. (Prior code § 4B.13)

Chapter 15.44 BUILDING NUMBERING SYSTEM

Sections:

- 15.44.010 Plan generally—Odd and even numbers.**
- 15.44.020 Method of assignment of numbers.**
- 15.44.030 Use of numbers consecutively.**
- 15.44.040 Record of numbers assigned.**
- 15.44.050 Duty of property owners to provide and affix numbers.**
- 15.44.060 Size of number—Where numbers are to be placed.**

15.44.010 Plan generally—Odd and even numbers.

All buildings fronting on streets in the city shall be numbered in accordance with the following system:

- A. The base or initial point on all streets running in a northwesterly and southeasterly course shall be the southeastern boundary line of the city running from Napa River to Crane Avenue, and the line projected northeasterly and southwesterly, and all such streets which run in a northwesterly direction from such base or initial point, shall be numbered from such base or initial point, and all streets which run in a northwesterly direction, but do not run from such base or initial point shall be theoretically projected southeasterly to such base or initial point and shall be numbered as if the same actually ran from such base, and in all such streets the odd numbers shall be placed on the southerly side of the street, and even numbers on the northerly side, opposite the next preceding odd numbers.
- B. The base or initial point on all streets running in a northeasterly and southwesterly course shall be a line drawn at right angles to the aforesaid southeasterly boundary line of the city and intersecting the last-mentioned line at a point where it intersects the southern bank of Napa River, and all streets running in a southwesterly direction shall be theoretically projected northeasterly to such base or initial point and shall be numbered as if the same actually ran from such base or initial point, and on all such streets, the odd numbers shall be placed on the westerly side of the street and the even numbers on the easterly side, opposite the next preceding odd number. (Prior code § 13.36)

15.44.020 Method of assignment of numbers.

The lots shall be numbered starting from the southeasterly or northeasterly end of the block and the numbers shall be computed in the following manner: The number of lineal feet of property line in each block shall be divided by six and one

number shall be appropriated to the space resulting from such division as the case may be. (Prior code § 13.37)

15.44.030 Use of numbers consecutively.

Numbering of buildings shall be consecutively in the following manner:

Beginning the numbering for each street with the first block, at such base or initial point, allotting one hundred (100) numbers, or as many to each block as shall be required and using the numbers from one to one hundred (100), inclusive, in the first block, the numbers one hundred (100) and one to two hundred (200), inclusive, in the next block, and so on consecutively from such base or initial point the whole length of the street. (Prior code § 13.38)

15.44.040 Record of numbers assigned.

The superintendent of streets shall number the streets and shall keep complete records, plots and diagrams thereof, in his or her office, and shall inform, on request, the owners or occupants of each house to be numbered, of the numbers to be placed on the house by the owner or occupant. (Prior code § 13.39)

15.44.050 Duty of property owners to provide and affix numbers.

It shall be the duty of every person owning, occupying or controlling any building or store fronting on a public street or avenue in the city to number the same, or cause the same to be numbered correctly and in accordance with this chapter, and it shall be the duty of any person owning, occupying or controlling any building hereafter erected within the city to do so number the same within one month after its completion or occupancy, and it is unlawful for such owner or occupant to fail, neglect or refuse to do so. (Prior code § 13.40)

15.44.060 Size of number—Where numbers are to be placed.

The regulation number to be used in numbering buildings in the city shall be consistent with section 15.12.020 A. Numbers shall be placed upon some conspicuous place on the front of such building. (Prior code § 13.41)

Chapter 15.48 TRAILERS AND TRAILER CAMPS

Sections:

- [15.48.010](#) Definitions.
- [15.48.020](#) State law as to trailer camps adopted.
- [15.48.030](#) Trailers to be kept in approved camps—Exceptions when temporary permits are issued.
- [15.48.040](#) Application for temporary permits.
- [15.48.050](#) Temporary permit fees.
- [15.48.060](#) When trailers to be parked in parking spaces.
- [15.48.070](#) Unlawful locations.

15.48.010 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Approved trailer camps or farm labor camps” means any places, areas or tracts offered to the public for accommodation of any trailer and approved by the city health inspector as conforming to state and county law.

“Trailer” means any unit designed to be used for living or sleeping purposes, or both, and which is or was at some time equipped with wheels or similar devices for the purpose of transporting such unit from place to place, whether by motive power or other means. (Prior code § 16.1)

15.48.020 State law as to trailer camps adopted.

All of the provisions of the state law applicable to health, sanitation and safety of trailer camps or farm labor camps are adopted and made a part of this chapter as though fully set forth herein. (Prior code § 16.2)

15.48.030 Trailers to be kept in approved camps—Exceptions when temporary permits are issued.

All trailers when occupied or used for living or sleeping purposes shall be kept within approved trailer camps or farm labor camps, except when a temporary permit is issued as provided for in Section [17.136.090](#)(C). (Prior code § 16.3)

15.48.040 Application for temporary permits.

Application for a temporary permit shall be made within forty-eight (48) hours from the time such trailer is located upon the property. (Prior code § 16.4)

15.48.050 Temporary permit fees.

Every person holding a temporary permit shall pay to the city building inspector the fee set forth by city council resolution. (Ord. 02-5 § 15 (part); prior code § 16.5)

15.48.060 When trailers to be parked in parking spaces.

All trailers when parked for more than twenty-four (24) continuous hours shall be parked in a parking space. (Prior code § 16.6)

15.48.070 Unlawful locations.

No person shall establish, maintain or locate any trailer in the city, except in conformance with the provisions of this chapter. (Ord. 02-5 § 15 (part): prior code § 16.7)

Chapter 15.52 FLOOD DAMAGE PREVENTION

Sections:

<u>15.52.010</u>	Statutory authorization.
<u>15.52.020</u>	Findings of fact.
<u>15.52.030</u>	Statement of purpose.
<u>15.52.040</u>	Methods of reducing flood losses.
<u>15.52.050</u>	Definitions.
<u>15.52.060</u>	Lands to which this chapter applies.
<u>15.52.070</u>	Basis for establishing the areas of special flood hazard.
<u>15.52.080</u>	Compliance.
<u>15.52.090</u>	Abrogation and greater restrictions.
<u>15.52.100</u>	Interpretation.
<u>15.52.110</u>	Warning and disclaimer of liability.
<u>15.52.120</u>	Development permit.
<u>15.52.130</u>	Designation of floodplain administrator.
<u>15.52.140</u>	Duties and responsibilities of the floodplain administrator.
<u>15.52.150</u>	Standards of construction.
<u>15.52.160</u>	Standards for utilities.
<u>15.52.170</u>	Standards for subdivisions.
<u>15.52.180</u>	Standards for manufactured homes.
<u>15.52.190</u>	Floodways.
<u>15.52.200</u>	Appeal board.
<u>15.52.210</u>	Variances.

* Editor's Note: The sections in this chapter have been renumbered from the designations given in Ord. 06-8 starting with Section 15.52.120.

15.52.010 Statutory authorization.

The Legislature of the State of California has, in Government Code Sections 65302, 65560, and 65800, conferred upon local government units authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the city council does ordain as set forth in this chapter. (Ord. 06-8 § 3 (part); Ord. 02-5 § 8: prior code § 5B.1)

15.52.020 Findings of fact.

- A. The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by uses that are inadequately elevated, floodproofed or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights

and velocities also contributes to flood losses. (Ord. 06-8 § 3 (part): prior code § 5B.2)

15.52.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood-control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions. (Ord. 06-8 § 3 (part): prior code § 5B.3)

15.52.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes regulations to:

- A. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters;
- D. Control filling, grading, dredging and other development which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas; and
- F. These regulations take precedence over any less restrictive conflicting local laws, ordinances and codes. (Ord. 06-8 § 3 (part): prior code § 5B.4)

15.52.050 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be so interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"A Zone." See "Special flood hazard area."

- “Accessory structure, low-cost and small” means a structure that is solely for the parking of not more than two cars; or limited storage (small, low cost sheds).
- “Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located;
- “Alluvial fan” means a geomorphologic feature characterized by a cone or fan shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
- “Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
- “Appeal” means a request for a review of the floodplain administrator’s interpretation of any provision of this chapter or a request for a variance.
- “Area of shallow flooding” means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- “Area of special flood hazard.” See “Special flood hazard area.”
- “Area of special flood-related erosion hazard” is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Insurance Rate Map (FIRM).
- “Base flood” means the flood having a one-percent chance of being equaled or exceeded in any given year (also called the “100 year flood”). Base flood is the term used throughout this chapter.
- “Base flood elevation (BFE)” means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a one-percent or greater chance of being equaled or exceeded in any given year.
- “Basement” means any area of the building having its floor subgrade — i.e., below ground level— on all sides.
- “Building.” See “Structure.”
- “Crawl space” is an enclosed area below the BFE. Crawl space construction is subject to specific materials requirements and other constraints as described in Section [15.52.150\(C\)\(2\)](#) of this chapter.
- “Development” means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- “Development permit” means the document issued by the city to confirm approval of the development proposed by the submittals required under Section [15.52.120](#) of this chapter.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before May 27, 1980.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Flood, flooding, or flood water” means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
2. The condition resulting from flood related erosion.

“Flood Boundary and Floodway Map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazard and the floodway.

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source - see “Flooding.”

“Floodplain administrator” is the community official designated by title to administer and enforce the floodplain management regulations.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain management regulations” means this and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other applications of police power which control development in flood prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

- “~~Floodproofing~~Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet ~~floodproofing~~flood proofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.
- “Flood-related erosion” means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.
- “Flood-related erosion area” or “flood-related erosion prone area” means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.
- “Flood-related erosion area management” means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.
- “Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.”
- “Floodway fringe” is that area of the floodplain on either side of the “regulatory floodway” where encroachment may be permitted.
- “Fraud and victimization” as related to Section [15.52.210](#) of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
- “Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers,

and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

“Governing body” is the city, empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

“Hardship” as related to Section [15.52.210](#) of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The city requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

“Levee” means a man made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

“Lowest floor” means the lowest floor of the lowest enclosed area, including basement (see “Basement” definition).

1. An unfinished or flood-resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - a. The flood openings standard in Section [15.52.150\(C\)\(4\)](#) of this chapter;
 - b. The anchoring standards in Section [15.52.150\(A\)](#) of this chapter;
 - c. The construction materials and methods standards in Section [15.52.150\(B\)](#) of this chapter; and
 - d. The standards for utilities in Section [15.52.160](#) of this chapter.
- "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes "recreational vehicles," park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days.
- "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed.
1. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry.
 2. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence.
 3. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.
- "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.
- "Mean sea level (MSL)" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
- "New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after May 27, 1980, and includes any subsequent improvements to such structures.
- "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including

at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 27, 1980.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One hundred year flood” or “100 year flood” - see “Base flood.”

“Person” means an individual or his or her agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.

“Program deficiency” means a defect in a community’s floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

“Public safety and nuisance” as related to Section [15.52.210](#) of this chapter, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin.

“Recreational vehicle” means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Remedy a violation” means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area.” See “Area of shallow flooding.”

“Special flood hazard area (SFHA)” means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or AH.

“Start of construction” includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building that is principally aboveground; this includes a gas or liquid storage tank, or a manufactured home.

“Substantial damage” means:

1. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred; or
2. Flood-related damages sustained by a structure on two separate occasions during a ten (10)-year period for which the cost of repairs at the time of each such event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred. This is also known as “repetitive loss.”

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds thirty percent (30%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code

- enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”
- “Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.
- “Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.
- “Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
- “Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (Ord. 06-8 § 3 (part): prior code § 5B.5)

15.52.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city. (Ord. 06-8 § 3 (part): prior code § 5B.6)

15.52.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) City of St. Helena, California, Napa County” dated January 7, 1998, with accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated January 7, 1998, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city by the floodplain administrator. The study, FIRMs and FBFMs are on file at City Hall, 1480 Main Street, St. Helena. (Ord. 06-8 § 3 (part): prior code § 5B.7)

15.52.080 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall

prevent the city from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 06-8 § 3 (part): prior code § 5B.8)

15.52.090 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 06-8 § 3 (part): prior code § 5B.9)

15.52.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the city; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 06-8 § 3 (part): prior code § 5B.10)

15.52.110 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, the state of California or the Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 06-8 § 3 (part): prior code § 5B.11)

15.52.120 Development permit.

A development permit shall be obtained before construction or other development, including manufactured homes, within any area of special flood hazard established in Section [15.52.070](#) of this chapter. Applications for a development permit shall be made on forms furnished by the city. The applicant shall provide the following minimum information:

- A. Plans in duplicate, drawn to scale, showing:
 1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
 2. Proposed locations of water supply, sanitary sewer, and other utilities;
 3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
 4. Location of the regulatory floodway when applicable;
 5. Base flood elevation information as specified in Section [15.52.070](#) or Section [15.52.150\(C\)](#) of this chapter;
 6. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures; and

7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be ~~floodproofed~~flood proofed, as required in Section 15.52.150(C)(3) of this chapter and detailed in FEMA Technical Bulletin TB 3-93.
- B. Certification from a registered civil engineer or architect that the nonresidential ~~floodproofed~~flood proofed building meets the ~~floodproofing~~flood proofing criteria in Section 15.52.150(C)(3) of this chapter.
- C. For a crawl space foundation, location and total net area of foundation openings as required in Section 15.52.150(C)(2) of this chapter and detailed in FEMA Technical Bulletins 1-93 and 7-93.
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development and evidence that any required state or federal permits for such alteration or relocation have been obtained.
- E. All appropriate certifications listed in Section 15.52.150 of this chapter. (Ord. 06-8 § 3 (part): prior code § 5B.13)

15.52.130 Designation of floodplain administrator.

The city engineer is appointed to administer, implement and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 06-8 § 3 (part): prior code § 5B.14)

15.52.140 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to:

- A. Permit Review.
 1. Review all development permit applications to determine that the permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
 2. All other required state and federal permits have been obtained;
 3. The site is reasonably safe from flooding;
 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the city; and
 5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "Start of Construction" definition.
- B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "market value."
 2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.
- C. Review Use and Development of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section [15.52.070](#) of this chapter, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections [15.52.150](#) through [15.52.190](#) of this chapter. Any such information shall be submitted to the city council for adoption. NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.
- D. Notification of Other Agencies.
1. Alteration or relocation of a watercourse.
 - a. Notify adjacent communities and the California Department of Water Resources prior to the alteration or relocation;
 - b. Submit evidence of such notification to the Federal Emergency Management Agency; and
 - c. Assure that the flood-carrying capacity of the altered or relocated portion of such watercourse is maintained.
 2. Base flood elevation changes due to physical alterations:
 - a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).
 - b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "Start of Construction" definition.
 - c. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.
 3. Changes in corporate boundaries:

Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.
- E. Documentation of Floodplain Development.
Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Section [15.52.150](#)(C)(1) of this chapter (lowest floor elevations);
 2. Certification required in Section [15.52.150](#)(C)(3) of this chapter (elevation or [floodproofingflood proofing](#) of nonresidential structures);
 3. Certification required in Section [15.52.150](#)(C)(4) of this chapter (wet [floodproofingflood proofing](#) standard);
 4. Certification required in Section [15.52.170](#) of this chapter (subdivisions and other proposed development standards);
 5. The certification required in Section [15.52.190](#)(A) of this chapter (floodway encroachments); and
 6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.
- F. Map Determination. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section [15.52.200](#) of this chapter.
- G. Remedial Action. Take action to remedy violations of this chapter as specified in Section [15.52.080](#) herein.
- H. Biennial Report. Complete and submit biennial report to FEMA.
- I. Planning. Assure community's general plan is consistent with floodplain management objectives herein. (Ord. 06-8 § 3 (part): prior code § 5B.15)

15.52.150 Standards of construction.

In all areas of special flood hazards the following standards are required:

- A. Anchoring.
1. All new construction and substantial improvements, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. Construction Materials and Methods.
1. All new construction and substantial improvements to structures, including manufactured homes, shall be constructed:
 - a. With flood-resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;
 - b. Using methods and practices that minimize flood damage;
 - c. With electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
 - d. Within Zone AH or AO, so that there are adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- C. Elevation and [FloodproofingFlood proofing](#).

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement:
 - a. In AE, AH and A1-A30 Zones, elevated to eighteen (18) inches above the base flood elevation.
 - b. In an AO Zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified.
 - c. Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or land surveyor to be properly elevated. Such certification shall be provided to the floodplain administrator.
2. Crawl Space Construction. Below-grade crawl space construction in accordance with the requirements listed below will not be considered basements.
 - a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Crawl space construction is not allowed in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer;
 - b. The crawl space is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. For guidance on flood openings, see FEMA Technical Bulletin 1-93;
 - c. Crawl space construction is not permitted in V zones. Open pile or column foundations that withstand storm surge and wave forces are required in V zones;
 - d. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawl space used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE; and
 - e. Any building utility systems within the crawl space must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
 - f. Requirements for all below-grade crawl space construction, in addition to the above requirements, to include the following:
 - i. The interior grade of a crawl space below the BFE must not be more than two feet below the Lowest Adjacent Exterior Grade (LAG), shown as D in figure 3 of Technical Bulletin 11-01;
 - ii. The height of the below-grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall must not exceed 4 feet (shown as L in figure 3 of Technical Bulletin 11-01) at any point;

- iii. There must be an adequate drainage system that removes floodwaters from the interior area of the crawl space within a reasonable period of time after a flood event, not to exceed seventy-two (72) hours; and
 - iv. The velocity of floodwaters at the site should not exceed five feet per second for any crawl space. For velocities in excess of five feet per second, other foundation types should be used.
- 3. For any new construction or substantial improvement of a nonresidential structure, the entire structure shall either be elevated in conformance with subsection (C)(1) of this section or together with attendant utility and sanitary facilities:
 - a. Be ~~floodproofed~~flood proofed so that below the level required under subsection (C)(1) of this section the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered civil engineer that the standards of this subsection are satisfied. Such certification shall be provided to the floodplain administrator.
- 4. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered civil engineer or meet or exceed the following minimum criteria:
 - a. Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of flood waters; or
 - b. Be certified to comply with a local ~~floodproofing~~flood proofing standard approved by the Federal Insurance Administration.
- 5. Manufactured homes shall also meet the standards in Section 15.52.180.
- D. Non-conversion of Enclosed Areas Below the Lowest Floor. To ensure that the areas below the BFE shall be used solely for parking vehicles, limited storage, or access to the building and not be finished for use as human habitation without first becoming fully compliant with the floodplain management ordinance in effect at the time of conversion, the floodplain administrator shall:
 - 1. Determine which applicants for new construction and/or substantial improvements have fully enclosed areas below the lowest floor that are five feet or higher;

2. Require that such applicants enter into a "NON-CONVERSION AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" or equivalent with the city. The agreement shall be recorded by the floodplain administrator with the Napa County Recorder as a deed restriction. The non-conversion agreement shall be in a form acceptable to the floodplain administrator and city attorney; and
 3. Have the authority to inspect any area of a structure below the base flood elevation to ensure compliance upon prior notice of at least seventy-two (72) hours.
- E. The floodplain administrator shall require permits for proposed construction and other development within all flood-related erosion-prone areas known to the community.
1. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion, and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.
 2. If a proposed improvement is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvement shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard.
 3. Within Zone E on the Flood Insurance Rate Map, a setback is required for all new development from the ocean, lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard and erosion rate, in relation to the anticipated "useful life" of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only. (Ord. 06-8 § 3 (part): prior code § 5B.16)

15.52.160 Standards for utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Ord. 06-8 § 3 (part): prior code § 5B.17)

15.52.170 Standards for subdivisions.

- A. All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood.
- B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered civil engineer or land surveyor and provided to the floodplain administrator.

- C. All subdivision proposals shall be consistent with the need to minimize flood damage.
- D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 06-8 § 3 (part): prior code § 5B.18)

15.52.180 Standards for manufactured homes.

All new and replacement manufactured homes and additions to manufactured homes shall:

- A. Be elevated on a permanent foundation so that the lowest floor is at least eighteen (18) inches above the base flood elevation; and
- B. Be securely anchored to a permanent foundation system designed to resist flotation, collapse and lateral movement and approved by the Building Official.
- C. All recreational vehicles placed in Zones A1-30, AH, and AE will either:
 - 1. Be on the site for fewer than one hundred eight (180) consecutive days; or
 - 2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - 3. Meet the permit requirements of Section [15.52.120](#) of this chapter and the elevation and anchoring requirements for manufactured homes in Section [15.52.180](#). (Ord. 06-8 § 3 (part): prior code § 5B.19)

15.52.190 Floodways.

Located within areas of special flood hazard established in Section [15.52.070](#) of this chapter are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements and other development unless certification by a registered civil engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of Sections [15.52.140](#) through [15.52.180](#). (Ord. 06-8 § 3 (part))

15.52.200 Appeal board.

- A. The planning commission, and on appeal, the city council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

- B. The city council shall hear and decide requests for variance in the enforcement or administration of this chapter.
 - 1. In passing upon requests for variances, the city council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and the:
 - a. Danger that materials may be swept onto other lands to the injury of others;
 - b. Danger of life and property due to flooding or erosion damage;
 - c. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 - d. Importance of the services provided by the proposed facility to the community;
 - e. Necessity to the facility of a waterfront location, where applicable;
 - f. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. Compatibility of the proposed use with existing and anticipated development;
 - h. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. Safety of access to the property in time of flood for ordinary and emergency vehicles;
 - j. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
 - k. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
 - 2. Variances shall only be issued upon a:
 - a. Showing of good and sufficient cause;
 - b. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and
 - c. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "public safety and nuisance"*), cause "fraud and victimization"* of the public, or conflict with existing local laws or ordinances.
 - 3. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections (B)(1) through (B)(2) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
 - 4. Upon consideration of the factors of subsection B of this section and the purposes of this chapter, the city council may attach such conditions to the granting of variances as it deems necessary to

further the purposes of this chapter. (Ord. 06-8 § 3 (part): prior code § 5B.21)

* Editor's Note: See Section [15.52.050](#) for definition of this term.

15.52.210 Variances.

- A. The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.
- B. The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.
- C. It is the duty of the city to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in this chapter are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this section are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.
- D. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing that the procedures of Sections [15.52.150](#) through [15.52.190](#) of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- E. Variances may be issued for the repair or rehabilitation of "Historic Structures" (as defined in Section [15.52.050](#) of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

- F. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- G. Variances shall only be issued upon a determination that the variance is the “minimum necessary” considering the flood hazard, to afford relief. “Minimum necessary” means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the city need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the city believes will both provide relief and preserve the integrity of the local ordinance.
- H. Any applicant to whom a variance is granted shall be given written notice over the signature of a city official that:
 - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage; and
 - 2. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the floodplain administrator in the office of the Napa County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- I. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency. (Ord. 06-8 § 3 (part); prior code § 5B.22)

Chapter 15.53 CALIFORNIA GREEN BUILDING STANDARDS CODE

Sections:

- [15.53.010](#) California Green Building Standards Code – Adopted.
- [15.53.020](#) California Green Building Standards Code – Amendments
- [15.53.030](#) California Green Building Standards Code – Voluntary Measures Made Mandatory.

15.53.010 California Green Building Standards Code – Adopted.

The 2021~~369~~ Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24, Part 11, with amendments set forth in section 15.53.020 is hereby adopted.

15.53.020 California Green Building Standards Code – Amendments.

- A. Section 101.3 Scope, The provisions of this code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, or an addition of 400 sq. ft. or more, or a remodel encompassing a bathroom or kitchen in an existing structure, unless otherwise indicated in this code, throughout the State of California.
- B. Section 4.303.1, Indoor Water Use, Twenty percent savings.
 - 2. In additions or remodels of existing structures, all new indoor plumbing fixtures shall meet the 20% reduction in use illustrated by Table 4.303.2.
- C. Section 4.503, Fireplaces, Pursuant to Bay Area Air Quality Management District, Regulation 8, Particulate Matter and Visible Emissions, Rule 3, Wood-Burning Devices, the City of St. Helena hereby enforces the following:

1. Definitions:

“APCO” The Air Pollution Control Officer of the Bay Area Air Quality Management District or designee thereof.

“Fireplaces”: Any installed masonry or factory-built wood-burning device designed to operate with an air-to-fuel ratio greater than or equal to 35-to-1m a burn rate over 11 pounds per hour, or a weight over 1760 pounds.

“Gas-fueled Heating Device”: Any device that utilizes natural gas as a fuel source supplied by a natural gas service utility, including, but not limited to, gas-fueled fireplaces, gas-fueled room heaters, gas-fueled inserts, or gas-fueled log sets.

“Masonry Heater”: Any site-build or site-assembled, solid-fueled heating device constructed mainly of masonry materials in which the heat from intermittent fires burned rapidly in its firebox is stored in its structural mass for slow release to the site. Such solid-fueled heating devices must meet the design and construction specifications set forth in ASTM E 1602-03, “Guide for Construction of Solid Fuel Burning Masonry Heaters.”

“Pellet-fueled Device”: Any solid-fueled burning device which is operated on pellet-fuel and is either U.S. EPA Phase II certified or exempted under U.S. EPA requirements set forth in Title 40 Code of Federal Regulation (CFR), Part 60, Subpart AAA. Pellet fuel may be composed of compressed wood, corn or other biomass.

“Wood-burning Device”: Any wood-burning stove or heater, pellet-fueled device, fireplace, or any indoor permanently installed device used to burn any solid fuel for space-heating or aesthetic purposes. This definition does not include wood-burning devices intended exclusively for cooking food, such as wood-fired ovens or barbecues.

2. Criteria for Installation of Wood-burning Devices: No person shall install a new or used wood-burning device intended for use in the City of St. Helena unless it is one of the following:
 1. A U.S. EPA Phase II certified wood-burning device;
 2. A pellet-fueled device;
 3. A low mass fireplace, masonry heater or other wood-burning device of a make and model that meets EPA emission targets and has been approved in writing by the APCO.
This requirement does not apply if a wood-burning device is an installed fixture included in the sale or transfer of any real property. Any gas-fueled heating device or electric-powered heating device is allowed under this standard.
3. Criteria for Wood-burning Devices in New Building Construction: No person or builder shall commence construction of a new building or structure permitted to contain or containing a wood-burning device, or install a new wood-burning device resulting from a remodel, or construct a free-standing outdoor fireplace that is not intended exclusively for cooking food, unless the device meets the requirements above. Any gas-fueled heating device or electric-powered heating device is allowed under this standard.

15.53.030 California Green Building Standards Code – Voluntary Measures Made Mandatory.

- A. Section A4.403.2 Reduction in cement use. As allowed by the enforcing agency, cement used in foundation mix design shall be reduced to not less than a 20 percent reduction in cement use.
- B. Note: Products commonly used to replace cement in concrete mix designs include, but are not limited to:
 - 1. Fly ash
 - 2. Slag
 - 3. Silica fume
 - 4. Rice hull ash
- C. Section A4.404.3 Building Systems. All wood roof, wall and subfloor sheet goods shall be engineered, oriented strand board. Alternate equivalent materials maybe allowed by authority having jurisdiction.

Chapter 15.54

CALIFORNIA ADMINISTRATIVE CODE ADOPTED

Sections:

15.54.010 California Administrative Code Adopted.

The 2022~~13~~⁶⁹ Edition of the California Administrative Code, known as the California Code of Regulations, Title 24, Part 1, published by the California Building Standards Commission, is hereby adopted including all appendices, and without amendments.

Chapter 15.55 CALIFORNIA REFERENCED STANDARDS CODE ADOPTED

Sections:

15.55.010 California Referenced Standards Code Adopted.

The 2022

~~136-9~~ Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, Part 12, published by the California Building Standards Commission, is hereby adopted including all appendices, and without amendments.

Chapter 15.36 CALIFORNIA FIRE CODE ADOPTED

Sections:

<u>15.36.010</u>	General findings.
<u>15.36.020</u>	Codes adopted.
<u>15.36.030</u>	Specific findings for code amendments.
<u>15.36.040</u>	Administration.
<u>15.36.050</u>	Fire Service Features.
<u>15.36.060</u>	Fire Protection Systems.
<u>15.36.070</u>	Establishment of Limits
<u>15.36.080</u>	Requirements for Wildland-Urban Interface Areas
<u>15.36.090</u>	Fire Flow Requirements for Building
<u>15.36.100</u>	Fire Apparatus Access Roads
<u>15.36.110</u>	Modifications.
<u>15.36.120</u>	Appeals.

15.36.010 General findings.

- A. The fire and hazardous materials section of the public health and safety element of the city general plan recommends that on-site fire mitigation should include use of fire-resistant materials, sprinklers, and early warning systems; and provides that factors which contribute to the potential for fire are vegetation and distance from fire stations;
- B. Because response time of fire suppression units has a critical impact on the ability to protect life and property in case of fire or other emergencies, buildings must be provided with built-in fire protection systems to offset the negative impact of excessive response time;
- C. The residential growth management system section of the land use element of the city general plan prescribes that density and population shall not exceed that which can be served by adequate public facilities and service;
- D. The fire department has increasing incidence of simultaneous demands for service that completely deplete our resources; and provides that fire protection requirements for new construction and remodeled buildings shall be strengthened to reduce planned growth on fire department capabilities and to provide a reasonable degree of fire and life safety at minimum fire suppression cost; and
- E. The City Council desires to enhance the adequate protection of buildings and structures by the adoption of this chapter.

15.36.020 Codes adopted.

The ~~2022 2019~~ California Fire Code, known as the California Code of Regulations, Title 24 part 9, based on the International Fire Code, ~~2021192018~~ Edition, published by the International Code Council in its entirety, including Appendices: Appendix Chapter 4,

Appendix B and Appendix BB (Fire Flow Requirements for Buildings), Appendix C and Appendix CC (Fire Hydrant Locations and Distribution), Appendix D (Fire Apparatus Access Roads), Appendix E (Hazard Categories), Appendix F (Hazard Ranking), Appendix G (Cryogenic fluids-Weight and Volume Equivalents), Appendix H (Hazardous Materials Management Plans and Hazardous Inventory Statement), Appendix I (Fire Protection Systems Noncompliant Conditions), Appendix J (Building Signage), Appendix K (Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses) and referred to as the “International Fire Code” or “IFC” is adopted as amended and made a part of this code by reference per findings as set forth in Section 15.36.030.

15.36.030 Specific findings for code amendments.

Each amendment to the California Fire Code adopted by this chapter, is reasonably necessary because of the following determinations due to local climatic, geological, or topographic conditions pursuant to Health and Safety Code, Section 17958.5:

- A. The city is characterized by a narrow valley floor surrounded and intermingled with steep hill terrain, containing areas which are very susceptible to wildland fires. Wildland fires are considered a significant threat in St. Helena. Native vegetation of brush, woodland, grassland and forest become extremely flammable during summer and remain so if drought conditions prevail during the winter months. Drought cycles appear in this area every seven (7) through eleven (11) years.
- B. Earthquake is considered to be one of the most potentially destructive threats to life and property in the city. A moderate to severe seismic incident on any of the several fault zones in relatively close proximity to St. Helena is expected to cause extensive property damage, disruptions to communications systems, and damage to public utility systems.
- C. St. Helena is divided geographically into two parts by the north to south flow of the Napa River. Significant damaging flooding occurs in portions of the city approximately every five (5) to ten (10) years. Warnings are usually given several hours to a few days before such floods. This natural barrier can serve as a severe impediment to public safety services because of the severity of slopes, and the existence of natural barriers such as the Napa River, Sulphur Creek, and York Creek. (Prior code § 5A.12)
- D. Some areas of the forested hillside terrain that border the city have been designated as a Woodlands and Watershed area. These are areas that are Local Responsibility areas (LRA) for fire response and as such fall under the Wildland Urban Interface (WUI) guidelines set forth in chapter 49 of the Fire Code and chapter 7A of the Building Code.

15.36.040 Administration

- A. Section 105.4.4.1 Phased Approval, is repealed in its entirety

B. Section 109.3 Violation penalties, California Fire Code ~~2019~~2022, Chapter 1 is amended to read as follows:

Persons who shall violate a provision of this fire code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this fire code, shall be subject to penalties as prescribed by law. In addition to potential civil and/or criminal penalties, any person, individual, group of individuals, firm, trust, corporation, partnership association, or business concern responsible for an unauthorized release of hazardous material, a malicious false alarm, excessive unintentional false alarms, or igniting and/or maintaining an illegal fire, shall be liable for reimbursing the City of St. Helena for all costs incurred resulting from the City's emergency response and mitigation activities involving these incidents. Incurred costs may include such activities as firefighting, rescue, evacuation, hazardous material containment, control and/or disposal, incident investigation, report writing, administrative costs, and additional mitigation activities that may be contracted by the City.

C. 110.5 is added to Section 110 to read in full as follows:

Unsafe building or property. It shall be unlawful to leave or maintain any building or property in an unsafe condition or maintain any building or property in a manner that is a public nuisance, a threat to life, safety, or property, or a fire hazard. The Fire Code Official may order or cause the abatement of such nuisance, threat, or hazard as specified in Section 109 of the fire code. All grass and weeds shall be cut to a maximum of 4 inches in length and all dead, dying, and/or decaying vegetation shall be removed by June 1st each year. Upon discovery of any public nuisance as defined by this code, the city administrator, or his or her designee, may notify the owner and any responsible person that the nuisance shall be abated by the city at such person's expense unless they appear at the stated time and place to show cause why there should be no abatement, pursuant to Sections 1.12.140 through 1.12.200. (Prior code § 1.24) If the owner fails to correct such conditions, the Fire Code Official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

D. Section 111.4, Failure to comply, California Fire Code ~~2022~~2019, Chapter 1 is amended to read as follows:

Any person who shall continue any work after having been served with a stop work, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

E. Section 307.1 is amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted for agricultural operations, approved in accordance with this section and a permit obtained from the Fire code official.

F. Section 304.1.2 is amended to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. All grass and weeds shall be cut to a maximum of 4 inches in length and all dead, dying, and/or decaying vegetation shall be removed by June 1st each year.

15.36.050 Fire Service Features

Chapter 5

Section 501 General is amended to read as follows:

A. Section 501.3 is amended to read as follows:

501.3 Construction documents. Construction documents for proposed fire apparatus access, security gates across fire apparatus access, location of fire lanes, construction documents, hydraulic calculations for fire hydrant systems and all fire protection system plans shall be submitted and approved prior to the issuance of a building permit.

Section 503 Fire Apparatus Access Roads is amended to read as follows:

Driveways and access roads shall be as defined in Municipal Code Sec. 17.124.070, Standards for driveways and access drives.

Section 503.4.1 Traffic calming devices, California Fire Code 2019, Chapter 503.4.1 is amended to read as follows:

Traffic calming devices including, but not limited to, speed bumps, speed humps, speed tables, speed depressions, shall not be allowed on public or private roadways, driveways or fire apparatus access routes.

Section 506.1 Where required, California Fire Code ~~2022~~~~2019~~, Chapter 5 is amended to read as follows:

Key boxes are required on all commercial buildings and multi-family residential housing units within the city limits. The key box shall be on an approved type and shall contain keys to gain necessary access and a building site plan as required by the Fire Code Official.

Chapter 6 Building services and systems

A. Section 603.8 is amended to read as follows:

603.8 Incinerators. Commercial, industrial and residential type incinerators and chimneys are prohibited within the City of St. Helena.

B. 609.2 Is amended to read as follows:

609.2 Where required. A Type 1 hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produces grease laden vapors. Cooking facilities in assembly occupancies and congregate residences shall be considered commercial operations.

15.36.060 Fire Protection Systems

A. Chapter 9, subsection 901.1 is hereby amended to read. Approved automatic sprinkler systems in new buildings, structures and qualified additions and remodels shall be provided in the locations described as follows.

903.2.1 Construction Documents. The Fire Code Official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to the issuance of a building permit.

B. Chapter 9, subsection 903.2 is amended by repealing the entire subsection 903.2 (with the exception of subsections 903.2.12, 903.2.17 and tables 903.2.11.6 and 903.2.5.2, which shall remain in effect), and replacing it with the following:

903.2 Where Required. Approved automatic sprinkler systems in new and existing buildings shall be provided in the locations described in this section.

903.2.1 Required installations. An automatic fire sprinkler system shall be installed and maintained in all newly constructed buildings or structures, fire sprinkler systems shall be installed in new manufactured homes and multifamily manufactured homes with two dwelling units in accordance with title 25 of the California Code of Regulations.

Exception:

1. When approved by the Fire Code Official spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from

the remainder of the building by fire barriers consisting of no less than 1-hour fire-resistance-rated wall and 2-hour fire-resistance-rate floor/ceiling assemblies.

2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
3. Detached Group U private garages and carports accessory to a Group R-3 occupancy and less than 1,000 square feet, and more than 10 feet from adjacent structures, unless all exterior walls provide 2-hour fire protection.
4. Detached pool houses, workshops, barns and similar structures, built in conjunction with existing non-sprinkled single-family residences and provided the new structure is less than 1,000 square feet, is not intended for use as a dwelling unit and complies with the separation distances and exterior fire protection ratings of the Building Code.
5. Detached non-combustible, limited combustible materials or fire retarded treated wood canopies less than 3,000 square feet in roof area used exclusively for vehicle washing facilities or vehicle fuel dispensing stations.
6. Group B or M occupancies less than 500 square feet.
7. Detached, unenclosed gazebos or shade structures less than 1,000 square feet.
8. Detached restroom facilities associated with golf courses, parks and similar uses.
9. Shipping containers used for storage purpose and located not closer than 5 feet to a building, property line or other container.

903.2.2 Additions. An automatic sprinkler system shall be installed throughout any existing commercial or residential building when the floor area of the addition (including mezzanines) within any three year period exceeds 50% of the existing floor area of the building (excluding attached garages or unconditioned spaces in the floor area calculation of the addition) or when an additional story is added.

903.2.3 Alterations or Repairs. For alterations or repairs to existing buildings involving demolition of more than 50% of the existing floor area or removal of 50% or more of the existing ceiling covering (i.e. sheetrock, lath and plaster, suspended ceiling etc.), or removal of 50% or more of the existing roof structure or roof sub-structure (excluding roof covering material) the building shall meet the sprinkler requirements for a newly constructed building.

Exception: One-time alterations made solely for the purpose of complying with the Americans with Disabilities Act.

903.2.4 Change of Occupancy. Any change of occupancy when the proposed new occupancy classification is more hazardous based on a fire and life safety evaluation by the Fire Code Official and Building Code Official, including conversion of buildings to single-family residences, accessory dwelling units, bed and breakfast, inns, lodging houses or congregate residences or other similar uses an automatic fire sprinkler system shall be installed throughout.

Section 907.1

Section 907.1.6 is added to read as follows:

907.1.6 False Alarms. A false alarm shall mean the receipt by the fire department an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three (3) false alarms in a 365-day period. A service charge of \$100 shall be imposed for the fourth false alarm, a \$250 service charge shall be imposed for the fifth false alarm and a service charge of \$500 for each subsequent false alarm shall be assessed.

Appendix C

Amend Appendix C Fire Hydrant Locations and Distribution.

Section C102 Location by adding the following:

C 102.2 Fire Department Connections

A Fire Hydrant shall be located within 50 feet of all Fire Department connections (FDC), or approved by the Fire Code Official.

15.36.070 Establishment of Limits

- A. Establishments of Limits of Districts in which Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks is Prohibited: The limits referred to in Chapter 57 of the California Fire Code, in which the storage of flammable or combustible liquids is restricted, are hereby established as follows: Storage of 16 gallons or more is prohibited in all areas unless a permit is issued by the Fire Code Official.
- B. Establishment of Districts of Limits in which Storage of Liquefied Petroleum Gasses is prohibited: The limits referred to in Chapter 57 of the California Fire Code, in which storage of liquefied petroleum gas is prohibited, are hereby established as follows: Storage is prohibited in all areas of the City unless a permit is issued by the Fire Code Official.

- C. Establishment of Limits of Districts in which Storage of Explosives and Blasting Agents is Prohibited: The limits referred to in Chapter 56 of the California Fire Code, in which storage of explosives and blasting agents is prohibited, are hereby established as follows: Storage is prohibited in all areas of the City, unless a permit is issued by the Fire Code Official.
- D. Establishment of Limits of Districts in which the Storage of Compressed Gases is Prohibited: The limits referred to in Chapter 53 of the California Fire Code in which the storage of compressed gases is prohibited, are hereby established as follows: Storage of 16 gallons or more is prohibited in all areas of the City unless a permit is issued by the Fire Code Official.
- E. Establishment of Limits of Districts in which the Storage of Stationary Tanks of Flammable Cryogenic Fluids is Prohibited: The limits referred to in Chapter 58 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited, are hereby established as follows: Storage is prohibited in all areas of the City unless a permit is issued by the Fire Code Official.
- F. Establishment of Limits of Districts in which the Storage of Hazardous Materials is prohibited: The limits referred to in Chapter 50 of the California Fire Code in which the storage of hazardous materials is prohibited, are hereby established as follows: Storage is prohibited in all areas of the City unless a permit is issued by the Fire Code Official.

15.36.080 Requirements for Wildland-Urban Interface Areas

Chapter 49, California Fire Code ~~2019~~2022, Requirements for Wildland-Urban Interface Areas, is amended by adding Section 4908 to read as follows:

Defensible Space for Structures and Roads

- A. General. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

- 1. Maintain an effective fuel break by removing and clearing away flammable vegetation and combustible material from areas within ~~150~~100 feet of buildings and structures;

Exception: Single specimen trees, ornamental shrubbery or similar plants used as ground covers, provided they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Remove portions of trees which extend within 10 feet of the outlet of a chimney;
3. Maintain trees adjacent to or overhanging a building free of deadwood; and
4. Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

4.5. Remove all limbs from trees up to no less than 6 feet from the ground.

- B. Roadways. The Fire Code Official is authorized to cause areas within 10 feet on each side of portions of all roads, driveways and fire department access roads which are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover provided they do not form a means of readily transmitting fire.

- C. Corrective Actions. The Fire Code Official is authorized to give notice to the owner of the property upon which conditions regulated by this section exist to correct such conditions. If the owner fails to correct such conditions, the Fire Code Official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.36.090 Fire Flow Requirements for Building

Section 507 Fire Protection Water Supplies

507.1 Required Water Supply. An approved water supply capable of supplying the required fire flow for fire protection of portions of buildings that are hereafter constructed or moved onto or within the jurisdiction. Such water supply shall be connected to the Municipal Water Supply if available within 1,000 ft. of the subject property.

- A. Section B105.1 Fire-Flow Requirements for Buildings, California Fire Code 2019, Appendix B is amended to include to read as follows:

1. One and Two-Family Dwellings Under 2500 Square Feet and not served by a Public Water System, the minimum water storage shall be 5,000 gallons of capacity dedicated for fire protection.

Exception: A reduction in fire flow of 50% is allowed when the building is protected with an approved automatic fire sprinkler system.

2. One and Two-Family Dwellings Over 2500 Square Feet and Not Served by a Public Water System. The minimum water storage shall be in accordance with Table B105.1 of Appendix B.

15.36.100 Fire Apparatus Access Roads

- A. Section D103.2 Grade, California Fire Code 2019, Appendix D is amended to read as follows:

Fire apparatus access roads shall not exceed 16% in grade.

Exception: Lots of record established prior to January 1, 2014 the grade shall not exceed 20%. All grades exceeding 10% shall be AC pavement; all grades exceeding 16% shall be Portland cement scored concrete.

- B. Section D103, Figure D103.1, California Fire Code 2019, Appendix D is amended to include the following drawings in the City of St. Helena Street, Storm Drain & Sidewalk Standards:

Drawings: 1, 1.1R, 1.2R, 2, 2R, 3, 3.1, 3.2, 3.3, 3.4, 4, 5, 6, 7, 8, & 9.

- C. Section D103.5 Fire Apparatus access road gates, California Fire Code 2019 Appendix B is amended to read as follows:

Gates securing the fire apparatus access roads or private driveways shall comply with the following:

1. The minimum gate width shall be 16 feet for residential or 20 feet for commercial occupancies.
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire personnel for emergency access. An approved key system will be installed approved by the Fire Code Official.
6. Manual opening gates shall not be locked with a padlock or chain unless they are capable of being opened by means of forcible entry tools or when the key box containing the key(s) to the lock is installed at the gate location.

7. All locking devices shall be approved by the Fire Code Official.
8. Electric gate operators, where provided, shall be listed in accordance with UL 325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with requirements of ASTM F 2200.
10. Gates shall comply with Section 17.124.070 c. of the St. Helena Municipal Code To avoid congestion at the entrance of a property from the street or access drive, no on-site parking space or gate shall be allowed within the initial thirty (30) feet of the edge of pavement of the access drive, drive aisle or property line, including residential driveways or location as determined by the Public Works Director in conjunction with the Fire Code Official.

D. Section D107.1 One or two-family dwelling residential developments, California Fire Code 2019, Appendix B is amended to read as follows:

Developments of one, two-family or multi-family dwellings where the number of dwelling units exceeds thirty (30) shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3.

E. Gated entrances.

Gates on driveways.

Gates may be installed on driveways provided they comply with the following standards:

1. All gated entrances must be issued a building permit before construction begins, each gate entrance shall be at least two (2) feet wider than the width of the traveled way serving the gate and a minimum width of sixteen (16) feet unobstructed horizontal clearance and unobstructed vertical clearance of fourteen (14) feet.
2. All gates providing access from a road to a driveway shall be located at least thirty (30) feet from the roadway edge and shall open away from the roadway or be of the sliding type and shall meet all above operational requirements specified for apparatus access gates. (Ord.).

Final Inspection.

As a condition precedent to the granting of a Building Permit, the applicant must demonstrate that the Gate Entrance requirements as set forth in Chapter 17.124.070 of the Municipal Code, can be met and constructed to meet the requirements set forth herein. As a condition precedent to the granting of a "Final Inspection," the applicant must demonstrate that the gate entrance is constructed in a manner that meets these standards.

3. Replacement Dwellings. In cases where Building Permits are for replacement dwellings or additions to existing dwelling units and increased use is not anticipated, these requirements may be waived by the authority having jurisdiction (AHJ).

4. Existing Gates. In cases where a gated access is already existing and the alteration or removal of the existing gated entrance cannot be designed and installed to meet these requirements due to topographic or geologic conditions, upon request by the applicant or his/her authorized representative, exceptions to the standards within this subsection may be allowed by the authority having jurisdiction (AHJ), where the exception provides for the same overall practical effect as these regulations towards providing a safe area for occupants or users of the property and for emergency vehicles to park while trying to gain gate access to the applicants parcel.

Exceptions. Request for an exception shall be made in writing to the authority having Jurisdiction (AHJ) by the applicant or the applicant's authorized representative. The request shall state the specific section(s) for which an exception is requested, material facts supporting the contention of the applicant, the details of the exception, and a map showing the proposed location and citing of the exception or alternative measures.

5. Historic or significant architectural existing gates, may be replaced with materials of like quality to restore these gated entrances to their original historic specifications. No modifications or upgrades to the original specifications will be allow for the Historic gated entrance to avoid compliance with Sec. 15.36.100 of the St. Helena Fire Code and Sec. 17.124.070 of the St. Helena Municipal Code.

15.36.110 Modifications.

The City Manager, the Fire Chief and the Fire Code Official shall act as a committee and shall have power to modify any of the provisions of the California Fire Code upon application in writing by the owner or lessee, or his or her duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the fire code, provided that the spirit of the fire code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the committee thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant. (Prior code § 5A.20)

15.36.120 Appeals.

Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of this fire code do not apply or that the true intent and meaning of the fire code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire

Department to the board of appeals within thirty (30) days from the date of the decision appealed. (Prior code § 5A.21)

CITY OF ST. HELENA

ORDINANCE NO.

AMENDING TITLE 15 OF THE ST. HELENA MUNICIPAL CODE TO REVISE CHAPTERS 15.04 THROUGH 15.24 AND 15.28 THROUGH 15.55, INCLUSIVE, TO ADOPT BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PARTS 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, AND 12, INCLUDING APPENDICES IDENTIFIED HEREIN), INCLUDING LOCAL AMENDMENTS TO THE CALIFORNIA BUILDING STANDARDS CODE SPECIFIC TO THE CITY OF ST. HELENA

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

SECTION 1: Findings. The City Council finds as follows:

- A. The California Building Standards Commission (“Commission”) adopts a comprehensive update to the California Building Standards Code (codified as Title 24 of the California Code of Regulations) every three years.
- B. The Commission completed the adoption of the 2022 update to the California Building Standards Code and made those updates available to the public by July 1, 2022.
- C. The 2022 Code takes effect in all jurisdictions on January 1, 2023, pursuant to California Health and Safety Code Section 17958, and pursuant to the 2022 Code Part 2 (the “2022 California Building Code”), Appendix Chapter 1, Section 101.4.
- D. The City is authorized pursuant to Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2022 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.
- E. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Title 15 of the St. Helena Municipal Code.
- F. On October 25, 2022, the City Council held the first reading of an ordinance to Amend Title 15 of the St. Helena Municipal Code to adopt and amend the 2022 California Building Standards Code (Title 24 of the California Code of Regulations), including the local amendments specific to the City of St. Helena (the “Ordinance”).
- G. On October 25, 2022, the City Council held a duly noticed public hearing to consider the Ordinance making findings and determinations that modifications to the California Building Standards Code and Fire Code are reasonably necessary to

address unique administrative requirements of the City and because of local climatic, geological, or topographical conditions.

- H. The City Council finds that it is to the benefit of the City of St. Helena to adopt the 2022 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Title 15 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3). The activity is covered by the “general rule” which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Amendment of Title 15. Title 15 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 4: Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 6: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 25th day of October 2022, and was adopted at a regular meeting of the St. Helena City Council on the 22ND day of November 2022, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 25th day of October 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 8th day of November 2022, by the following vote:

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



Report to the City Council
Regular City Council - 25 Oct 2022

Agenda Section: OLD BUSINESS

Subject: Consideration and proposed approval of a resolution authorizing the issuance and sale of general obligation bonds (the "2022 Bonds") in an estimated principal amount of \$5,255,000 and a not-to-exceed amount of \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

As discussed at prior public meetings of the City Council, including January 24, 2022 and January 31, 2022, the City has approximately \$19,150,000 of critical infrastructure projects for its utility systems that need funding sources and a potential general obligation bond measure was discussed in detail. A general obligation bond measure authorizes the City to levy an ad valorem property tax on taxable property in the City to generate funds sufficient to pay the debt service on bonds issued for the projects. Various approvals were necessary before the City could issue a general obligation bond.

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 bonded indebtedness to finance municipal improvement projects of the City.

On February 22, 2022, the City Council adopted, by a two-thirds vote of all its members, Ordinance No. 2022-3, ordering the submission to the voters of the City a proposition authorizing bonded indebtedness.

On June 7, 2022, an election was duly and regularly held in the City on the general obligation bond measure, known as Measure H (the “Bond Measure”).

At the election, more than two-thirds of the electors voting on the Bond Measure voted in favor of the Bond Measure, authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$19,150,000 for the purpose of providing funds for the purposes specified in the Bond Measure.

DISCUSSION

At the time of the election, it was contemplated that three separate series of 30-year bonds would be issued approximately three years apart beginning in fiscal year 2023. This timing makes it so bond proceeds would be available as needed for projects and to minimize the tax impact to taxpayers.

As shown in the materials presented to the City Council on January 31, 2022, given current interest rates (plus a buffer for future uncertainty), issuance of \$19,150,000 of bonds would ultimately result in an average ad valorem tax rate of approximately \$14.82 per \$100,000 of assessed valuation and an estimated maximum tax rate of \$25.87 per \$100,000 of assessed valuation.

The tax rate for calculating the ad valorem property tax component billed for the repayment of all general obligation bonds is set by the County Auditor-Controller's office in late July or early August for the coming tax year. In general, the tax rate is based on three factors: 1) the amount of bonds issued, 2) the interest rates when each series of bonds are issued, and 3) changes over time in assessed valuation of all taxable property in the City. In addition, when setting the tax rate, the Auditor-Controller takes into consideration the amount of funds on deposit in the Debt Service Fund, where the ad valorem taxes collected are deposited. Since this first series of bonds are being sold after the cutoff date for the roll for tax year 2023, the 2022 Bonds will include enough funds to not only pay for the costs to issue the 2022 Bonds (the costs of issuance and the underwriter's discount) but also fund interest on the 2022 Bonds until the debt service can be placed on the roll for tax year 2024.

Currently it is anticipated that the 2022 Bonds shall be sold via public offering in a competitive sale pursuant to the Official Notice of Sale, a copy of which is included as an attachment to this staff report. However, if a City Representative, working in consultation with the City's Municipal Advisor, determines it would be more advantageous to the City for the 2022 Bonds to be sold via a public offering in a negotiated sale or via a private placement sale, the 2022 Bonds shall be sold in that manner.

The team working on the 2022 Bonds consists of Jones Hall as both Bond Counsel and Disclosure Counsel, Del Rio Advisors, LLC as Municipal Advisor and U.S. Bank Trust Company, National Association as Paying Agent, collectively the “Financing Team”. The Financing Team has applied for a rating from Standard & Poor's Corporation. Staff and the Financing Team met with S&P on October 6, 2022 to answer detailed questions about the credit and the City's economics. The rating will be released during the week of

October 17, 2022, and is anticipated to be shared with the City Council tonight. Should the City Council approve the action tonight, the competitive sale is scheduled for November 15, 2022 and the bonds are expected to close and proceeds delivered on November 30, 2022.

Should the City proceed with the competitive sale method, the principal amount of bonds will be equal to \$5,255,000. However, should market conditions require a negotiated or private sale, market conditions may warrant the individual maturities be sold at par or at a discount, meaning more bonds may be issued that will still net \$5,255,000 for projects. The not-to-exceed amount of \$6,000,000 is set to leave room for that possibility.

Documents for Review and Approval

(1) Resolution of Issuance (Exhibit 1): A document that provides the authorization by the City Council to move forward on the sale of the 2022 Bonds. This document governs all the terms and conditions of the 2022 Bonds including the role of U.S. Bank Trust Company, National Association as the Paying Agent, the principal payments along with the interest rates on the individual maturities, the redemption provisions of the 2022 Bonds, establishes the funds and accounts for the 2022 Bonds including the Debt Service Fund, establishes the City obligations for continuing disclosure reporting, arbitrage rebate and annual CDIAAC reporting, and remedies for bondholders in an event of default.

(2) Official Notice of Sale (Exhibit 2): This document is used in conjunction with a competitive public offering which establishes the date and time of the competitive sale and describes all the terms and conditions of the sale to prospective purchasers.

(3) Official Statement (Exhibit 3): The Official Statement is the primary document used by the Underwriter to market the 2022 Bonds to investors. The official statement describes the 2022 Bonds in detail and all the information used by investors to make an informed purchase decision. The official statement in the preliminary form presented is deemed final pursuant to Rule 15c-2-12 under the Securities Exchange Act of 1934. The Resolution permits staff to make updates as needed for a final version, which will primarily be to reflect actual interest rates when they are finally determined, and the final version will be made publicly available. The Continuing Disclosure Agreement, included as an attachment to the Official Statement, describes covenants of the Authority to provide required ongoing disclosure to investors in the form of an annual report due by the end of March each year and posted to the electronic platform known as the Electronic Municipal Market Access system ("EMMA"). In addition, from time-to-time, the City covenants to provide notices of material events as listed in the Agreement.

Estimated Costs of Issuance

Table 1 shows the estimated budget of the proposed costs of issuance for the 2022 Bonds.

Table 1

Role	Company	Total
Bond Counsel	Jones Hall	\$60,000.00
Bond Counsel Expenses(NTE)	Jones Hall	\$1,500.00
Disclosure Counsel	Jones Hall	\$40,000.00
Municipal Advisor	Del Rio Advisors LLC	\$42,500.00
Municipal Advisor (Competitive Sale)	Del Rio Advisors LLC	\$5,000.00
Municipal Advisor Expenses (NTE)	Del Rio Advisors LLC	\$750.00
Rating Fee	Standard & Poor's Corporation	\$16,250.00
Paying Agent (Acceptance Fee)	U.S. Bank	\$500.00
Paying Agent (Annual Fee)	U.S. Bank	\$750.00
Paying Agent (Cost of Issuance)	U.S. Bank	\$600.00
Printing of Official Statement	TBD	\$7,500.00
Continuing Disclosure Review	DAC	\$1,500.00
Notice of Intent Publication	Bond Buyer	\$1,500.00
CUSIP Service Bureau	Del Rio Advisors LLC	\$1,500.00
Rounding Adjustment/Miscellaneous	Miscellaneous	\$5,150.00
Total Estimated Costs		\$185,000.00

In addition, the underwriter that purchases the 2022 Bonds in the competitive sale will propose an underwriter's discount as their compensation for underwriting (purchasing) the 2022 Bonds. This amount will not exceed 1.00% of the principal amount of the 2022 Bonds or \$52,550.

FISCAL IMPACT

Table 2 provides the latest estimates for the 2022 Bonds assuming current market conditions as of September 30, 2022.

Table 2

Estimated Principal Amount	\$5,255,000.00
Estimated Project Fund	\$5,255,000.00
Estimated Fixed Costs of Issuance (Table 1)	\$185,000.00
Estimated Underwriter's Discount	\$52,550.00
Total Interest	\$5,135,529.03
Total Debt Service	\$10,390,529.03
"All-In" TIC	4.77581%
Estimated Average Tax Tate	\$5.17
Estimated Maximum Tax Rate	\$11.10

RECOMMENDED ACTION

Staff recommends the City Council approve the Resolution authorizing the issuance and sale of the 2022 Bonds in an estimated principal amount of \$5,255,000 and a not-to-exceed amount of \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

ATTACHMENTS

[Exhibit 1 - Reso Authorizing Issuance \(St. Helena GOs\) final](#)

[Exhibit 2 Notice of Sale St. Helena 2022 General Obligation Bonds](#)

[Exhibit 3 - Official Statement \(Preliminary\) - City of St. Helena \(2022 GOBs\)](#)

[Exhibit 4 - Good Faith Estimates](#)

Jones Hall Draft of October 14, 2022

CITY OF ST. HELENA

RESOLUTION NO. 2022-_____

Resolution: authorizing the issuance and sale of general obligation bonds in an aggregate principal amount not to exceed \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

RECITALS

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

WHEREAS, on February 22, 2022, the City Council adopted, by a two-thirds vote of all its members, Ordinance No. 2022-3, ordering the submission to the voters of the City a proposition authorizing bonded indebtedness; and

WHEREAS, on June 7, 2022, an election was duly and regularly held in the City on the general obligation bond measure, known as Measure H (the "Bond Measure"), and the abbreviated form of the Bond Measure was:

"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?"; and

WHEREAS, at the election, more than two-thirds of the electors voting on the Bond Measure voted in favor of the Bond Measure, authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$19,150,000 for the purpose of providing funds for the purposes specified in the Bond Measure; and

WHEREAS, the City Council wishes at this time to authorize the issuance and sale of a series of general obligation bonds in the aggregate principal amount of not to exceed \$6,000,000 (the "Bonds") pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law") and this Resolution; and

WHEREAS, the information required to be obtained and disclosed by the City Council related to the Bonds by Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, the City Council previously approved a debt management policy in accordance with Government Code Section 8855, and the delivery of the Bonds will be in compliance with said policy;

RESOLUTION

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

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, and (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bondowner” or “Owner,” whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code.

“Bond Measure” means Measure H submitted to and approved by more than the requisite 2/3 of voters in the City on June 7, 2022, under which the issuance of the Bonds has been authorized.

“Bonds” means the bonds designated as the “City of St. Helena (County of Napa, California) 2022 General Obligation Bonds,” or similar designation, authorized to be issued under this Resolution in the aggregate principal amount of not to exceed \$_____.

“City” means the City of St. Helena, a general law city and municipal corporation organized under the Constitution and laws of the State of California, and any successor thereto.

“City Representative” means the Mayor, the City Manager, the Assistant City Manager, the Finance Director and any other officer of the City authorized by resolution of the City Council to act on behalf of the City with respect to this Resolution and the Bonds.

“Closing Date” means the date upon which there is a delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate or similar disclosure document related to the Bonds to be executed and delivered by a City Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for the preparation, execution and safekeeping of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

“County” means the County of Napa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“Debt Service Fund” means the account established and held by the City under Section 4.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, and its successors and assigns.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Interest Payment Date” means March 1, 2023, and each succeeding September 1 and March 1 while the Bonds are Outstanding, or such other dates determined by a City Representative in connection with the pricing of the Bonds.

“Official Notice of Sale” means the Official Notice of Sale, including any amendment or supplement thereto, related to the Bonds.

“Original Purchaser” means the original purchaser of the Bonds from the City, in accordance with Section 3.01.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except: (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Resolution.

"Paying Agent" means U.S. Bank Trust Company, National Association, as the initial paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Bonds, as such office or offices shall be identified in a written notice filed with the City by the Paying Agent.

"Project Fund" means the fund established and held by the County under Section 4.02.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the City Council, and including all amendments hereto and supplements hereof which are duly adopted by the City Council from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the City Council in accordance with Article VIII.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Written Request of the City" means an instrument in writing signed by a City Representative or by any other officer of the City duly authorized to act on behalf of the City under a written certificate of a City Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization.* Bonds in the aggregate original principal amount of not to exceed \$6,000,000 are hereby authorized by the City to be issued by the City under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition and improvement of City facilities, as provided in the Bond Measure, and to pay costs of issuance and capitalized interest related thereto. This Resolution constitutes a continuing agreement between the City and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and redemption premium, if any, on all Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

SECTION 2.02. *Terms of Bonds.*

(a) Principal Amount of Bonds. The Bonds are authorized to be issued in the aggregate principal amount of not to exceed \$6,000,000.

(b) Form; Numbering. The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 each or any integral multiple thereof. The Bonds will be lettered and numbered as the Paying Agent prescribes.

(c) Date of Bonds. The Bonds will be dated as of the Closing Date.

(d) CUSIP Identification Numbers. Unless the Bonds are sold via private placement, "CUSIP" identification numbers will be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and no error or omission with respect thereto will constitute cause for refusal of the Original Purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City to use such CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the City's contract with such Owners and will not impair the effectiveness of any such notice.

(e) Determination of Maturities and Interest Rates. The Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided)

on September 1 in each year, or such other date as determined upon the sale thereof via public offering or private sale in accordance with Section 3.01. The exact principal amount of the Bonds maturing on September 1 in each year shall be determined upon the sale of the Bonds.

Each Bond will bear interest at the respective rates to be determined upon the sale of the Bonds in accordance with Article III. Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date,
- a Bond is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- a Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date, or
- at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Manner of Payment. Interest on the Bonds (including the final interest payment upon maturity) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid by wire transfer on the succeeding Interest Payment Date to an account in the United States of America as shall be specified in such written request. Principal of and redemption premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

(g) Provisions of Bond Sale Documents to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Bonds may be established or modified in connection with the final pricing of the Bonds via public offering or private sale pursuant to Section 3.01. In the event of a conflict or inconsistency between this Resolution and the official notice of sale, term sheet or similar document pursuant to which the final pricing terms of the Bonds are set, the latter will be controlling.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Bonds shall be subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on the dates and upon payment of a redemption price (equal to the principal amount of

Bonds to be redeemed together with a redemption premium, if any) as determined upon the sale of the Bonds via public offering or private sale pursuant to Section 3.01.

(b) Mandatory Sinking Fund Redemption. If and to the extent specified in the official notice of sale, term sheet or similar document pursuant to which the final pricing terms of the Bonds are set, any maturities of the Bonds designated as "Term Bonds" shall be subject to mandatory sinking fund redemption on September 1 in each of the years and in the respective principal amounts set forth in such agreement, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, in each case without premium, together with interest accrued thereon to the redemption date. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of Term Bonds to be redeemed in each year under this subsection (b) shall be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written notice filed by the City with the Paying Agent.

(c) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond shall be deemed to consist of individual Bonds of \$5,000 denominations which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, (i) to the Securities Depositories and the Electronic Municipal Market Access (EMMA) of the Municipal Securities Rulemaking Board, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds. The City is entitled to send a redemption notice that declares that the redemption is conditional upon the availability of moneys to accomplish the redemption, and the City may rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this section. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent shall have no liability to the Owners or any other party related to or arising from such rescission.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds, of the same maturity and interest rate, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and redemption premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all Bonds redeemed under this Section 2.03, and shall submit to the City a certificate of cancellation.

SECTION 2.04. *Form of Bonds.* The form of the Bonds, including the form of the Paying Agent's Certificate of Authentication and the Form of Assignment to appear thereon, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be executed on behalf of the City by the facsimile signatures of its Mayor and City Clerk, or officials acting in those roles, who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Original Purchaser, such signature will nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Original Purchaser. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond are the proper officers of the City although at the nominal date of such Bond any such person does not serve as such officer of the City.

Only those Bonds bearing a Certificate of Authentication in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, will be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such Certificate of Authentication of the Paying Agent constitutes conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Bonds.* Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the City shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount of the same maturity and interest rate.

SECTION 2.07. *Exchange of Bonds.* Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized

denominations and of the same maturity and interest rate. The City may charge a reasonable sum for each new Bond issued upon any exchange.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below or in the event of the Bonds are sold via private placement, DTC will be the Owner of all of the Bonds, and the Bonds will be registered in the name of Cede & Co. as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the City shall be affected by any notice to the contrary. The Paying Agent and the City shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the City as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Bonds. The City shall cause to be paid all principal and interest with respect to the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the City determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Bonds. In such event, the City shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the City to do so, the City will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository or its agent to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments

with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

SECTION 2.10. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond becomes mutilated the City, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity, interest rate and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. The Paying Agent shall cancel every mutilated Bond so surrendered to it. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence is satisfactory to the City and the City receives satisfactory indemnity, the City, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity, interest rate and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen.

The City may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the City and the Paying Agent. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and such Bond will be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued under this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Bond for which principal has or is about to become due for a Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Bond in accordance with its terms.

ARTICLE III

SALE OF BONDS

SECTION 3.01. *Sale of Bonds.* Pursuant to Section 53508.7 of the California Government Code, the Bonds shall be sold via public offering in a competitive sale pursuant to the Official Notice of Sale in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and modifications thereto as a City Representative may approve, such approval to be conclusively evidenced by the posting of the Official Notice of Sale; *provided, however*, that if a City Representative, working in consultation with the City's municipal advisor, determines it would be more advantageous to the City for the Bonds to be sold via a public offering in a negotiated sale or via a private placement sale, the Bonds shall be sold in that manner; *provided, further, however*, that whether the Bonds are sold via public offering or private placement sale, the Bonds shall contain the following terms:

- (i) the Bonds shall bear a rate of interest of not to exceed 12.00% per annum and the final maturity shall not exceed 40 years; and
- (ii) the Original Purchaser's discount (or placement agent's fee) shall not exceed 1.00% of the principal amount of the Bonds.

In accordance with Sections 53508.7 and 53508.9 of the California Government Code, the Bonds may be sold via negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale, which is often advantageous in the municipal bond market; and (b) a negotiated sale provides time for underwriters to educate potential investors about the City and the Bonds with the goal of maximizing investor orders and reducing interest cost on the day of Bond pricing. The Bond Counsel for the sale shall be Jones Hall, A Professional Law Corporation, and the municipal advisor for the sale shall be Del Rio Advisors, LLC. If a negotiated sale of the Bonds is chosen by a City Representative, the identity of the bond underwriter shall be disclosed at the public meeting of the City Council first occurring after the underwriter has been selected. Estimated costs associated with the issuance of the Bonds are set forth in the staff report accompanying this Resolution and incorporated herein.

Subject to the foregoing, the City Council hereby authorizes a City Representative to execute and deliver a term sheet, bond purchase agreement, and/or any other documents necessary or conducive to the chosen method of sale in the name, and on behalf, of the City.

As required pursuant to Section 53509.5 of the California Government Code, after the sale of the Bonds, the City Council will present actual cost information of the sale at its next scheduled public meeting and submit an itemized summary of the costs of the Bond sale to the California Debt and Investment Advisory Commission (CDIAC).

SECTION 3.02. *Official Statement.* The City Council hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. A City Representative is hereby authorized to execute an appropriate certificate stating the City Council's determination that the Preliminary

Official Statement has been deemed final within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the sale of the Bonds is hereby approved. Each City Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a City Representative shall be conclusive evidence of the approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement. The final Official Statement shall be executed in the name and on behalf of the City by a City Representative.

SECTION 3.03. *Payment of Costs of Issuance.* The City Council hereby authorizes a City Representative to execute on behalf of the City a costs of issuance custodian agreement or similar agreement with a custodian, which may be the Paying Agent, for the payment of costs of issuance of the Bonds. As provided in said agreement, amounts provided for payment of the costs of issuing the Bonds shall be deposited thereunder and the payment of costs shall be requisitioned by a City Representative in accordance with said agreement.

SECTION 3.04. *Paying Agency Agreement.* The City Council hereby authorizes a City Representative to execute, on behalf of the City, a paying agency agreement or similar agreement with the Paying Agent regarding its services related to the Bonds.

Section 3.05. *Professional Services.* The City Council hereby approves and confirms the engagement of Del Rio Advisors, LLC, to act as the City's municipal advisor in connection with the issuance and sale of the Bonds, A. M. Peché & Associates LLC as subconsultant to the municipal advisor, Jones Hall, A Professional Law Corporation, to act as the City's bond counsel and disclosure counsel in connection with the issuance of the Bonds, and U.S. Bank Trust Company, National Association, as Paying Agent.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Application of Proceeds of Sale of Bonds.* On the Closing Date, the proceeds of sale of the Bonds shall be paid by the Original Purchaser to the City, and shall be applied on the Closing Date as follows: (a) the City shall cause to be transferred an amount required to pay the estimated Costs of Issuance to a custodian, to be held and administered in accordance with the agreement which is approved under Section 3.03; (b) after making the transfer described in the preceding clause (a), the City shall deposit in the Debt Service Fund an amount equal to the scheduled capitalized interest and any remaining original issue premium received by the City on the sale of the Bonds; and (c) the City shall deposit the remainder of such proceeds in the Project Fund.

SECTION 4.02. *Project Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Project Fund. The net proceeds from the sale of the Bonds, as described in Section 4.01(c), shall be deposited by the City in the Project Fund, and shall be expended by the City solely for the payment of the costs of acquisition or improvement of real property for which the Bond proceeds are authorized to be expended under the Bond Measure. All interest and other gain arising from the investment of amounts deposited to the Project

Fund shall be retained in the Project Fund and used for the purposes thereof. Any amounts remaining on deposit in the Project Fund and not needed for the purposes thereof shall be withdrawn from the Project Fund and transferred to the Debt Service Fund, to be applied to pay the principal of, interest and redemption premium (if any) on the Bonds.

SECTION 4.03. *Debt Service Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Debt Service Fund. The amount of Bond proceeds deposited to pay capitalized interest on the Bonds pursuant to Section 4.01(b) and all taxes levied by the County, as directed by the City herein, for the payment of the principal of and interest on the Bonds in accordance with Section 5.03 shall be deposited in the Debt Service Fund by the City promptly upon receipt thereof. The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Bonds when and as the same become due. The City shall transfer amounts in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, to the Paying Agent as required to pay the principal of and interest on the Bonds. Alternatively, the City may in the future elect to direct the County to transfer the taxes levied for the Bonds, in whole or in part, directly to the Paying Agent for the purpose of making payments of principal of and interest on the Bonds.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

SECTION 4.04. *Investments.* The City shall invest all moneys held in any of the funds or accounts established with it hereunder in accordance with the investment policies of the City, as such policies shall exist at the time of investment, and in accordance with Section 53601 of the California Government Code.

The City covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE CITY; SECURITY FOR THE BONDS

SECTION 5.01. *Punctual Payment.* The City shall punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained prevents the City from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Extension of Time for Payment.* In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner.

SECTION 5.03. *Security for the Bonds.* The Bonds are general obligations of the City and the City has the power, is obligated and hereby covenants to levy ad valorem taxes upon all property within the City subject to taxation by the City, without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with the Bond Law and Section 43632 of the of the California Government Code. Amounts in the general fund of the City are not pledged to the payment of the Bonds. However, nothing herein limits the ability of the City to provide for payment of the principal of and interest on the Bonds from any source of legally available funds of the City. Any amounts so advanced by the City from legally available funds may be reimbursed from ad valorem property taxes subsequently collected under this Section 5.03.

SECTION 5.04. *Books and Accounts; Financial Statement.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries are made of all transactions relating to the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.05. *Protection of Security and Rights of Bondowners.* The City will preserve and protect the security of the Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the City may not contest the authorization, issuance, sale or repayment of the Bonds.

SECTION 5.06. *Tax Covenants.*

(a) Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated excess investment earnings with respect to the Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Bonds. Such payments shall be made by the City from any source of legally available funds of the City. The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

SECTION 5.07. *Continuing Disclosure.* The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a City Representative is hereby authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered a default by the City hereunder or under the Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandamus or specific performance by court order. The City Council hereby authorizes a City Representative to execute and deliver the final form of the Continuing Disclosure Certificate in the name and on behalf of the City.

SECTION 5.08. *CDIAC Annual Reporting.* The City hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the City to comply with said reporting does not constitute a default by the City hereunder or under the Bonds.

SECTION 5.09. *Further Assurances.* The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association is hereby appointed to act as Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a certificate to that effect.

The City may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or under the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the City and the Bondowners of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent becomes effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent has been appointed and accepted appointment within 60 days following giving notice of removal or notice of resignation as aforesaid, the resigning Paying Agent, at the expense of the City, or any Bondowner (on behalf of such Bondowner and all other Bondowners) may petition any federal or state court for the appointment of a successor Paying Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Paying Agent. Any successor Paying Agent appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Paying Agent a written acceptance thereof, and to the predecessor Paying Agent an instrument indemnifying the predecessor Paying Agent for any costs or claims arising during the time the successor Paying Agent serves as Paying Agent hereunder, and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Paying Agent, with like effect as if originally named Paying Agent herein; but, nevertheless, upon the receipt by the predecessor Paying

Agent of a request of the City or the request of the successor Paying Agent, such predecessor Paying Agent shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Paying Agent all the right, title and interest of such predecessor Paying Agent in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Paying Agent any money or other property subject to the conditions herein set forth. Upon request of the successor Paying Agent, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Paying Agent all such moneys, estates, properties, rights, powers, duties and obligations. Upon acceptance of appointment by a successor Paying Agent as provided in this paragraph, the City will mail or cause the successor Paying Agent to mail, by first class mail postage prepaid, a notice of the succession of such Paying Agent to the duties hereunder to each rating agency which then maintains a rating on the Bonds and to the Bondowners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Paying Agent, the successor Paying Agent shall cause such notice to be mailed at the expense of the City.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Paying Agent.* The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent has no liability for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate will be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The City will pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The City further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF BONDOWNERS

SECTION 7.01. *Remedies of Bondowners.* Upon the happening and continuation of any default by the City hereunder or under the Bonds, any Bondowner has the right, for the equal benefit and protection of all Bondowners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every

term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it;

- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or
- (c) by suit, action or proceeding in any court of competent jurisdiction, to require the City and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds is exclusive of any other remedy. Each remedy is cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, the City Council may by Supplemental Resolution amend this Resolution in whole or in part, without the consent of any of the Bondowners:

- (a) to add to the covenants and agreements of the City in this Resolution, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, substitute any party or cure or correct any defect or inconsistent provision in this Resolution, which in any event does not materially adversely affect the interests of the Bondowners, in the opinion of Bond Counsel filed with the City; or
- (d) if applicable, to make such additions, deletions or modifications as may be necessary to assure compliance with the applicable provisions of the Tax Code relating to the rebate of excess investment earnings to the United States or otherwise as may be necessary to assure that the interest on the Bonds remains excludable from gross income of the Owners thereof for federal income tax purposes, in the opinion of Bond Counsel filed with the City.

SECTION 8.02. *Amendments Effective With Consent to the Owners.* Any modification or amendment of this Resolution and of the rights and obligations of the City and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. Without the consent of the Owners of all affected Bonds, no such modification or amendment may (a) change the maturity of the principal of any Bonds or any interest payable thereon, (b) reduce the principal amount of the Bonds or the rate of interest thereon, (c) reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, (d) change any of the provisions in Section 7.01 relating to a default by the City hereunder or under the Bonds, (e) reduce the amount of moneys pledged for the repayment of the Bonds. Without the consent of the Paying Agent, no such modification or amendment may change or modify any of the rights or obligations of the Paying Agent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, is intended to give to any person other than the City, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Resolution. Bonds may be paid by the City, in whole or in part, in any of the following ways provided that the City also pays or causes to be paid any other sums payable hereunder by the City:

- (i) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount to pay such Bonds as provided in Section 9.02(c); or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the City pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the City, then and in that case, at the election of the City (evidenced by a certificate of a City Representative filed with the Paying Agent, signifying the intention of the City to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds have not been surrendered for payment, this Resolution, all taxes and other assets pledged under this Resolution and all covenants, agreements and other obligations of the City under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only

as provided in Section 9.02(b). In such event, upon request of the City, the Paying Agent shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment.

(b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money and/or securities in the necessary amount to pay any Outstanding Bond Bonds as provided in Section 9.02(c), then all liability of the City in respect of such Bonds will cease and be completely discharged, except only that thereafter the Owner thereof is entitled only to payment of the principal of and interest and redemption premium (if any) on such Bond by the City, and the City remains liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) apply in all events.

The City may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the City acquires in any manner whatsoever, and such Bonds, upon such surrender and cancellation, will be deemed paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and must be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or
- (ii) Federal Securities the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the City, will provide money sufficient to pay the principal of and all unpaid interest and redemption premium (if any) to maturity on the Bonds to be paid, as such principal and interest become due.

(d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal of, or interest and redemption premium (if any) on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable, if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the City, be repaid to the City free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease. Before the repayment of such moneys to the City as aforesaid, the Paying Agent may (at the cost of the City) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a

notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bondowners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same are proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No City Council member, officer, agent or employee of the City has any individual or personal liability for the payment of the principal of or interest and redemption premium (if any) on the Bonds. Nothing herein contained relieves any City Council member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Destruction of Canceled Bonds.* Whenever in this Resolution provision is made for the surrender to the City of any Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent constitutes the equivalent of the surrender of such canceled Bonds and the City is entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.06. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution is for any reason held illegal or unenforceable, such holding will not affect the validity of the remaining portions of this Resolution. The City hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable.

SECTION 9.07. *Execution of Documents.* Each City Representative, and any and all other officers of the City, are each authorized and directed in the name and on behalf of the City to make any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or

appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds, including an agreement for paying agent services. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

SECTION 9.08. *Effective Date of Resolution.* This Resolution becomes effective upon the date of its passage and adoption.

* * * * *

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

APPENDIX A
FORM OF BOND

REGISTERED BOND NO. R-_____* **\$ _____* **

CITY OF ST. HELENA
(NAPA COUNTY, CALIFORNIA)
2022 GENERAL OBLIGATION BOND

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
_____% per annum	September 1, 20__	_____, 2022	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF ST. HELENA, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the “City”), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, together with interest thereon at the Interest Rate set forth above, calculated on a 30/360 day basis, until the Principal Amount hereof is paid or provided for, such interest to be paid on March 1 and September 1 of each year, commencing March 1, 2023 (the “Interest Payment Dates”). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before February 15, 2023, in which event it shall bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the “Registered Owner”) on the Registration Books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. The first principal payment date shall be September 1, 2024. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Registration Books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the “Record Date”); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds

to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$_____ aggregate principal amount of bonds (collectively, the "Bonds") issued for the purpose of raising money to finance the acquisition and improvement of City facilities and related costs, fund capitalized interest, and pay costs of issuance of the Bonds. The Bonds have been issued under authority of and under the laws of the State of California, and the requisite two-thirds vote of the electors of the City cast at an election held on June 7, 2022, upon the question of issuing bonds in the aggregate principal amount of \$19,150,000, the Bond Law, and a resolution of the City Council of the City adopted on October 25, 2022 (the "Bond Resolution"). Capitalized terms used but not defined herein are defined in the Bond Resolution.

The Bonds are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the City, which taxes are unlimited as to rate or amount (except certain personal property that is taxable at limited rates).

The principal of and interest and redemption premium, if any, on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the City, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions other than the City, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the City other than ad valorem taxes levied upon all taxable property in the City.

The Bonds are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The City and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and redemption premium (if any) and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before September 1, ____, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, ____, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, ____, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on September 1, 20__, September 1, 20__ and September 1, 20__ (the "Term Bonds") are subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments on each September 1, on and after September 1, 20__ in the principal amounts as set forth in the following tables:

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
_____	_____

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
_____	_____

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
_____	_____

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the City. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of any redemption of Bonds shall be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books maintained by the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of accrual of interest thereon from and after the redemption date.

The City may provide conditional notices of optional redemption, and the City is entitled to rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission.

Neither the City nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Law and the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the City in an amount sufficient to pay principal and interest and redemption premium (if any) when due, and for levying and collecting such taxes.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Law or the Bond Resolution until the Certificate of Authentication herein has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company ("DTC"), to the City or the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of St. Helena has caused this Bond to be executed by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk, all as of the date stated above.

CITY OF ST. HELENA

By _____
Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication: _____, 2022

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

OFFICIAL NOTICE OF SALE**\$5,255,000*****CITY OF ST. HELENA
(County of Napa, California)
2022 GENERAL OBLIGATION BONDS**

NOTICE IS HEREBY GIVEN by the City of St. Helena (the "City"), that bids will be received by a representative of the City for the purchase of \$5,255,000* principal amount of bonds of the City designated the "City of St. Helena 2022 General Obligation Bonds (the "Bonds"). Bids will be received in electronic form through the Ipreo LLC's BiDCOMP™/PARITY® System ("Parity") on:

Tuesday, November 15, 2022, 9:00 a.m. Pacific Time

The City reserves the right to postpone or change the sale date up to 5:00 p.m. Pacific Time on the business day preceding the date for receiving bids by publishing notice thereof on the Parity website. Notice of the new date and time for receipt of bids shall be given through Parity as soon as practicable following a postponement and no later than 1:00 p.m. Pacific Time on the business day preceding the new date for receiving bids. See "TERMS OF SALE – Right to Cancel, Postpone, or Reschedule Sale."

The City reserves the right to modify or amend this Official Notice of Sale in any respect, including, without limitation, increasing or decreasing the principal amount of any serial maturity or mandatory sinking fund payment for the Bonds and adding or deleting serial or term maturity and mandatory sinking fund payment dates, along with corresponding principal amounts with respect thereto; provided, that any such modification or amendment will be communicated to potential bidders through Parity not later than 5:00 P.M. Pacific Time on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the Bonds as so modified or amended. See "CLOSING CONDITIONS - Right to Modify or Amend." If the summary of the terms of sale of the Bonds posted on Parity conflicts with this Official Notice of Sale in any respect, the terms of this Official Notice of Sale shall control, unless a notice of an amendment is given as described herein.

The Bonds will be issued under the provisions of a Resolution adopted by the City Council of the City on October 25, 2022 (the "Bond Resolution") and under the laws of the State of California. Bidders are referred to the Bond Resolution and the City's Preliminary Official Statement for the Bonds dated {date} (the "Preliminary Official Statement"), for additional information regarding the City, the Bonds, the security for the Bonds and other matters. Capitalized terms used and not defined in this Official Notice of Sale shall have the meanings ascribed to them in the Preliminary Official Statement. Copies of the Bond Resolution and the Preliminary Official Statement will be furnished to the bidder upon request.

* Preliminary, subject to change.

Important Note: The winning bidder will be required to pay, from underwriter's gross spread, certain costs of issuance of the Bonds. See "TERMS OF SALE - Payment of Issuance Costs" herein.

DESCRIPTION OF THE BONDS

THE AUTHORITY FOR ISSUANCE, PURPOSES, PAYMENT OF PRINCIPAL AND INTEREST, REDEMPTION, DEFEASANCE, SOURCES AND USES OF FUNDS, SECURITY AND SOURCES OF PAYMENT, FORM OF LEGAL OPINION OF BOND COUNSEL AND OTHER INFORMATION REGARDING THE BONDS ARE PRESENTED IN THE PRELIMINARY OFFICIAL STATEMENT, WHICH EACH BIDDER IS DEEMED TO HAVE OBTAINED AND REVIEWED PRIOR TO BIDDING FOR THE BONDS. THIS OFFICIAL NOTICE OF SALE GOVERNS ONLY THE TERMS OF SALE, BIDDING, AWARD AND CLOSING PROCEDURES FOR THE BONDS. THE DESCRIPTION OF THE BONDS CONTAINED IN THIS OFFICIAL NOTICE OF SALE IS QUALIFIED IN ALL RESPECTS BY THE DESCRIPTION OF THE BONDS CONTAINED IN THE PRELIMINARY OFFICIAL STATEMENT.

ISSUE; BOOK-ENTRY FORM: The Bonds will be issued in the aggregate principal amount of \$5,255,000* in the form of fully registered Bonds without coupons. The Bonds will be dated as of as of their original delivery and will be issued in minimum denominations of \$5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company, New York, New York ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds. As of the date of award of the Bonds, the purchaser of the Bonds must either participate in DTC or must clear through or maintain a custodial relationship with an entity that participates in DTC.

MATURITIES: The Bonds shall be serial and/or term Bonds and principal shall be payable on, or the Bonds shall be subject to mandatory sinking fund redemption on, September 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Bonds, and the final amount of each maturity of the Bonds, is subject to increase or reduction as described below under the heading "Adjustment of Principal Maturities". Each bidder must specify in its bid whether, for any particular year, the Bonds will mature or, alternately, be subject to mandatory sinking fund redemption. **Bidders for the Bonds must provide bids for all maturities listed below.**

* Preliminary, subject to change.

Serial Bonds Or Term Bonds (Bidder's Option)

Maturity Date (September 1)	Principal Amount*	Maturity Date (September 1)	Principal Amount*
2024	\$60,000	2039	\$180,000
2025	65,000	2040	190,000
2026	75,000	2041	200,000
2027	80,000	2042	210,000
2028	85,000	2043	220,000
2029	95,000	2044	230,000
2030	105,000	2045	240,000
3031	110,000	2046	255,000
2032	125,000	2047	265,000
2033	135,000	2048	280,000
2034	140,000	2049	295,000
2035	150,000	2050	310,000
2036	155,000	2051	325,000
2037	165,000	2052	340,000
2038	170,000		

* Preliminary, subject to change.

PAYMENT PROVISIONS: Interest on the Bonds will be payable on each March 1 and September 1, commencing March 1, 2023 (the "Interest Payment Dates"), to the registered owners by check or draft of U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent") or, in the case of the owner of Bonds in an aggregate principal amount of at least \$1,000,000, at the written request of such owner by wire transfer. Principal of and premium (if any) on any Bond will be paid upon presentation and surrender thereof at the office of the Paying Agent. Principal, interest and premium (if any) on the Bonds are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months from the date of original delivery of the Bonds.

DESIGNATION OF INTEREST RATES: Each bidder must specify the rate or rates of interest which the Bonds will bear. The maximum rate bid on any Bonds may not exceed 12.00% per annum. Bidders may specify any number of separate rates, and the same rate or rates may be repeated as often as desired, provided:

- each interest rate specified must be in a multiple of 1/20% or 1/8%;
- no Bond may bear more than one rate of interest;
- interest on each Bond will be computed from the date of original delivery to its stated maturity at the interest rate specified in the proposal, payable on the Interest Payment Dates as set forth above; and
- all Bonds maturing at any one time will bear the same rate of interest.

ADJUSTMENT OF PRINCIPAL PAYMENTS. The principal amounts set forth in this Official Notice of Sale reflect certain estimates of the City with respect to the likely interest rates of the winning bid and the premium contained in the winning bid. To achieve the financial goals of the City, the City may need to adjust the schedule of principal maturities for the Bonds based on the bids that are received. ***The City reserves the right to change the principal payment schedule set forth above after the determination of the successful bidder, by adjusting one or more of the principal payments of the Bonds, in increments of \$5,000, as determined in the sole discretion of the City.***

Notice of such increase or decrease shall be given to the winning bidder as soon as practicable following the notification of award, as described below. The City will attempt to maintain total underwriter compensation when adjusting maturities. Any such adjustment will not change the average per Bond dollar amount of the underwriter's discount. No such adjustment will have the effect of altering the basis upon which the best bid is determined. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid.

See also CLOSING CONDITIONS - Right to Modify or Amend," regarding the City's right to modify or amend this Official Notice of Sale in any respect including, without limitation, increasing or decreasing the principal amount of any serial maturity or mandatory sinking fund payment for the Bonds and adding or deleting serial or term maturity and mandatory sinking fund payment dates, along with corresponding principal amounts with respect thereto.

OPTIONAL REDEMPTION: The Bonds maturing on or before September 1, 2032 are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, 2033 are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, 2032, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium. See the Preliminary Official Statement - "THE BONDS – Redemption - Optional Redemption."

SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. If the bid of the winning bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on September 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES", at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest to the redemption date, without premium. No term Bonds may be redeemed from mandatory sinking fund payments until all term Bonds maturing on preceding term maturity dates, if any, have been retired. See the Preliminary Official Statement - "THE BONDS – Redemption - Mandatory Sinking Fund Redemption."

SECURITY: The Bonds are general obligations of the City, and the City will direct the appropriate officials of the County of Napa to levy ad valorem taxes for the payment of the

Bonds and the interest thereon without limitation as to rate or amount for the payment of the Bonds and the interest thereon.

PURPOSE: The proceeds of the Bonds will be applied by the City for the purpose of repairing and replacing the drinking water system, stormwater and sewage infrastructure and other projects in accordance with the ballot proposition under which the issuance of the Bonds has been authorized.

RATING: S&P Global Ratings, a Standard & Poor's Financial Services LLC business, have assigned the rating of "■" to the Bonds. The cost of obtaining such rating will be borne entirely by the City and not by the successful bidder.

TAX-EXEMPT STATUS: In the opinion of Jones Hall, Bond Counsel to the City, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bidders are referred to the Preliminary Official Statement for a description of the proposed opinion of Bond Counsel. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. If prior to the delivery of the Bonds either (a) the interest on other obligations of the same type and character shall be declared to be taxable (either at the time of such declaration or at any future date) under any federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court, or (b) any federal income tax law is adopted which will have a substantial adverse effect upon owners of the Bonds as such, the winning bidder for the Bonds may, at its option, prior to the tender of the Bonds, be relieved of its obligation under the contract to purchase the Bonds, and in such case the deposit accompanying its proposal will be returned. See the Preliminary Official Statement - "TAX MATTERS."

FURTHER INFORMATION: A copy of the Preliminary Official Statement describing the Bonds, and any other information concerning the proposed financing, will be furnished upon request to Del Rio Advisors, LLC the "Municipal Advisor" to the City as follows:

Del Rio Advisors, LLC
1325 Country Club Drive
Modesto, California 95356
Telephone: (209) 543-8704
Email: kdieker@delrioadvisors.com

The Official Notice of Sale and Preliminary Official Statement are available from the Municipal Advisor and may also be viewed on the Parity website at www.i-dealprospectus.com.

TERMS OF SALE

RIGHT TO CANCEL, POSTPONE OR RESCHEDULE SALE: The City reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice on the Parity web site at www.i-dealprospectus.com, no later than 5:00 p.m. Pacific Time on the business day preceding the date for receiving bids. If the sale is postponed, notice of the new date and time for receipt of bids shall be given through Parity as soon as practicable following a postponement and no later than 1:00 p.m. Pacific Time on the business day preceding the new date for receiving bids. Failure of any bidder to receive such Parity notice or any other form of notice of canceled, postponed or rescheduled sale will not affect the legality or validity of any sale.

SUBMISSION OF BIDS: Bids will be received electronically as described below, provided that such electronic bid must be received no later than the date and time set for receipt of bids.

ELECTRONIC BIDS: The City will accept bids in electronic form solely through Parity. Neither the City, the Municipal Advisor nor Bond Counsel assumes any responsibility for, and each bidder expressly assumes risk of, any incomplete, inaccurate or untimely bid submitted by internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by internet transmission. Bidders must comply with the following provisions relating the receipt of electronic bids:

Registration and Admission to Bid: Only FINRA registered broker-dealers and dealer banks with DTC clearing arrangements shall be eligible to bid. Bidders who have already registered with Parity may call Parity at (212) 849-5021 to confirm their ID number and password.

Bidding Details: All bids must be unconditional and submitted on the Parity BidCOMP™/PARITY® website. No facsimile, personal delivery bids or bids delivered by any other method will be accepted.

Verification: All bids are subject to verification and approval by the City. The City has the right to deem each final bid reported on Parity immediately after the deadline for receipt of bids to be accurate and binding on the bidder. Information or calculations provided by Parity other than the information required to be provided by the bidder in accordance with this Official Notice of Sale is for information purposes only and is not binding on either the bidder or the City. If two or more bidders offer bids for the same Bonds at the same lowest TIC, the City reserves the right to exercise its own discretion and judgment in making the award.

UNDERWRITER'S DISCOUNT; NOT-TO-EXCEED AMOUNT: The maximum Underwriter's Discount cannot exceed 1.00% of the par amount of the issue.

FORM OF BID; MINIMUM PURCHASE PRICE: *All bids must be for not less than all the Bonds hereby offered for sale and for not less than the aggregate par amount thereof.* Upon notification of award of the bid, the successful bidder for the Bonds shall provide initial offering prices for each maturity of the Bonds.

The aggregate purchase price to be paid for the Bonds may not be less than the par value thereof and must include original issue premium of at least \$460,000 consisting of approximately the following amounts: a minimum of \$222,450 to be deposited into the Debt Service Fund, \$185,000 to be deposited into the Costs of Issuance Fund, and an amount not-to-exceed \$52,550 needed to fund an Underwriter's Discount, as described above. No bid will be entertained which provides for total premium of less than \$460,000 or more than \$500,000. Individual maturities of the Bonds may be reoffered at par, a premium or a discount.

All bids will be deemed to incorporate all the terms of this Official Notice of Sale. If the sale of the Bonds is canceled or postponed, all bids for the Bonds shall be rejected. No bid will be accepted after the time for receiving bids.

THE CITY RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY AND COMPLETE. NONE OF THE CITY, THE MUNICIPAL ADVISOR, OR JONES HALL ("BOND COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE OR NOT RECEIVED.

EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH BidCOMP/PARITY® AND THAT BidCOMP/PARITY® IS NOT ACTING AS AN AGENT OF THE CITY. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM BidCOMP/PARITY® AND THE CITY ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF BidCOMP/PARITY®. THE CITY SHALL ASSUME THAT ANY BID RECEIVED THROUGH BidCOMP/PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE CITY WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER, THE CITY, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR ACCEPTED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE CITY AND THE CITY SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY BidCOMP/PARITY® AS THE OFFICIAL TIME.

DETERMINATION OF BEST BID: Unless all bids are rejected, the Bonds will be awarded to the responsible bidder who submits a conforming bid that represents the lowest true interest cost to the City. The true interest cost specified in any bid will be that rate which, when used in computing the present worth of all payments of principal and interest to be paid on all Bonds from the date of original delivery (which is assumed to be November 30, 2022) to their respective maturity dates or mandatory sinking fund redemption dates, produces an amount equal to the purchase price specified in such bid. For purposes of computing the true interest cost represented by any proposal, the purchase price specified in such proposal shall be equal to the par amount of the Bonds plus any net premium (proposed premium less any proposed discount) specified in such proposal, and the true interest cost shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Bonds using a 360-day year comprised of twelve 30-day months from the date of original delivery (which is assumed to be November 30, 2022).

In the event two or more bidders offer bids for the Bonds at the same true interest cost, the City reserves the right to exercise its own discretion and judgment in making the award. If multiple bids with respect to the Bonds are received from a single bidder by any means or combination thereof, the City shall be entitled to accept the bid representing the lowest true interest cost to the City, and each bidder agrees by submitting multiple bids to be bound by the bid representing the lowest true interest cost to the City. Bid evaluations or rankings made by Parity are not binding on the City.

ESTIMATE OF TRUE INTEREST COST. Each bidder is requested, but not required, to supply an estimate of the true interest cost based upon its bid, which will be considered as informative only and not binding on either the bidder or the City.

RIGHT OF REJECTION AND WAIVER OF IRREGULARITY: The City reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid which does not materially affect such bid or change the ranking of the bids.

PROMPT AWARD: An authorized representative of the City will accept the best responsible bid for the purchase of the Bonds by notice to the winning bidder. If two or more bids setting forth identical interest rates and premium are received, the City reserves the right to exercise its own discretion and judgment in making the award. An authorized representative of the City may also reject any and all bids. Sale of the Bonds will be awarded or all bids will be rejected not later than 24 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the winning bidder; provided, that the award may be made after the expiration of the specified time if the bidder does not notify the City in writing of the withdrawal of its proposal.

PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY: It is expected that the Bonds will be delivered to DTC for the account of the winning bidder on November 30, 2022. The winning bidder has the right, at the winning bidder's option, to cancel the contract of purchase if the Bonds are not tendered for delivery within 60 days from the date of the sale thereof, and in such event the Purchaser will be entitled only to the return of the Good Faith Deposit, without interest thereon.

GOOD FAITH DEPOSIT. To secure the City from any loss resulting from the failure of the apparent winning bidder to comply with the terms of its bid, the winning bidder will be required to deposit the amount of Fifty Thousand Dollars (\$50,000) (the "Good Faith Deposit") by no later than 12:00 p.m. Pacific Time, on the day following the receipt of the bids, by wire transfer to the **Fiscal Agent**, as follows:

U.S. Bank Trust Company, National Association
 ABA # _____
 Beneficiary Account # _____
 Beneficiary: City of St. Helena
 REF: 2022 GO Bonds

No interest will be paid upon the Good Faith Deposit made by any bidder. The Good Faith Deposit of the Purchaser will immediately become the property of the City. The Good Faith Deposit will be held and invested for the exclusive benefit of the City. The Good Faith Deposit, without interest thereon, will be credited against the purchase price of the Bonds purchased by the Purchaser at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Bonds, the City shall retain the Good Faith Deposit and the Purchaser will have no right in or to the Bonds or to the recovery of its Good Faith Deposit, or to any allowance or credit by reason of such deposit, unless it shall appear that the Bonds would not be validly delivered to the Purchaser in the form and manner proposed, except pursuant to a right of cancellation. See "TERMS OF SALE – Place of Delivery; Cancellation for Late Delivery," above. In the event of nonpayment for the Bonds by a successful bidder, the City reserves any and all rights granted by law to recover the full purchase price of the Bonds, and, in addition, any damages suffered by the City.

CLOSING CONDITIONS

PAYMENT OF PURCHASE PRICE: The winning bidder will be required to pay the purchase price of the Bonds (including any premium) to the accounts specified by the City and in funds which are immediately available to the City. Such payment shall be made on the date of original delivery of the Bonds to DTC. Any expense for making payment in immediately available funds shall be borne by the Purchaser. The City will deliver to the Purchaser, dated as of the delivery date, the legal opinions with respect to the Bonds described in APPENDIX C – “PROPOSED FORM OF OPINION OF BOND COUNSEL” to the Preliminary Official Statement.

NO LITIGATION: There is no litigation pending restraining or enjoining the sale, issuance or delivery of the Bonds or any part thereof, or the entering into or performance of any obligation of the City, or concerning the validity of the Bonds, the ability of the City to levy and collect the *ad valorem* tax required to pay debt service on the Bonds, the corporate existence or the boundaries of the City, or the entitlement of any officers of the City who will execute the Bonds to their respective offices, and the purchaser will be furnished a no-litigation certificate certifying to the foregoing as of and at the delivery of the Bonds.

DETERMINATION OF ISSUE PRICE:

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Municipal Advisor and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

(i) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto

will constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds in accordance with the terms hereof. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid for by the City.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEES: All fees payable to the California Debt and Investment Advisory Commission in connection with the issuance of the Bonds are the sole responsibility of the purchaser of the Bonds.

DTC FEES: All fees due DTC with respect to the Bonds shall be paid by the successful bidder or bidders.

OFFICIAL STATEMENT: The City has approved a preliminary Official Statement relating to the Bonds. Copies of such preliminary Official Statement will be distributed to any bidder, upon request, prior to the sale in a form "deemed final" by the City for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). Within seven business days from the sale date, the City will deliver to the purchaser copies of the final Official Statement, executed by an authorized representative of the City and the City and dated the date of delivery thereof to the purchaser, in sufficient number to allow the purchaser to comply with paragraph (b)(4) of the Rule and to satisfy the Municipal Securities Rulemaking Board (the "MSRB") Rule G-32, or any other rules adopted by the MSRB, but not in excess of 25 copies, which shall include information permitted to be omitted by paragraph (b)(1) of the Rule and such other amendments or supplements as are been approved by the City (the "Final Official Statement"). The purchaser agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Final Official Statement. The City will furnish to the winning bidder, at no charge, not more than 25 copies of the Final Official Statement for use in connection with any resale of the Bonds.

CERTIFICATE REGARDING FINAL OFFICIAL STATEMENT: A responsible officer of the City will certify to the original purchaser of the Bonds, as a condition of closing, to the best of such officer's knowledge and belief, nothing has come to his or her attention to lead him or her to believe that the Final Official Statement (excluding reoffering information and information relating to The Depository Trust Company and its book-entry system, as to which no view will be expressed) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: To assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will execute and deliver a Continuing Disclosure Certificate, under which the City undertakes to provide certain annual financial information and notices of the occurrence of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Such Continuing Disclosure Certificate will be a document required to be delivered at closing by the City, and the failure by the City to deliver such document in form and substance acceptable to Bond Counsel and the winning bidder will relieve the winning bidder of its obligation to purchase the Bonds.

Digital Assurance Corporation, Inc. ("DAC") has been engaged by the City to review and prepare a report on the City's compliance with its continuing disclosure undertakings with respect to its bonds during the past five years. Prospective bidders may obtain access to DAC's report on its website by sending a written request via email to DAC (Support@DACBond.com), referencing "St. Helena 2022 GO Bonds" in the email subject line, by no later than 12:00 noon California time on the date before the sale date. The City can give no assurance as to the

timeliness with which DAC will provide access to the report online or that the procedures performed by DAC in developing the report are sufficient for any purpose.

QUALIFICATION FOR SALE. The City will furnish such information and take such action not inconsistent with law as the purchaser may request and the City may deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser; provided, that the City will not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. By submitting its bid for the Bonds, the purchaser assumes all responsibility for qualifying the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of the states and jurisdictions in which the purchaser offers or sells the Bonds, including the payment of fees for such qualification. Under no circumstances may the Bonds be sold or offered for sale or any solicitation of an offer to buy the Bonds be made in any jurisdiction in which such sale, offer or solicitation would be unlawful under the securities laws of the jurisdiction.

CLOSING PAPERS. Each proposal will be understood to be conditioned upon the City furnishing to the purchaser, without charge, concurrently with payment for and delivery of the Bonds, the following closing papers, each dated the date of delivery:

(a) The opinion of Bond Counsel, approving the validity of the Bonds and stating that, subject to compliance by the City with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax, and interest on the Bonds is exempt from personal income taxation imposed by the State of California. Other tax consequences to holders of the Bonds, if any, will not be addressed in the opinion;

(b) A certificate of the City certifying that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds;

(c) A certificate of the City, signed by officers and representatives of the City, certifying that the officers and representatives have signed the Bonds whether by facsimile or manual signature, and that they were respectively duly authorized to execute the same;

(d) The receipt of the Paying Agent evidencing the receipt of the purchase price of the Bonds;

(e) A certificate of the City, certifying that there is no known litigation threatened or pending affecting the validity of the Bonds; and

(f) A certificate of the City to the effect that at the time of the sale of the Bonds, and at all times subsequent thereto up to and including the time of the delivery of the Bonds, the Final Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

RIGHT TO MODIFY OR AMEND. Other than with respect to postponement or cancellation as described in this Official Notice of Sale, and in addition to the City's right to

adjust the payment amounts of the Bonds as provided in "DESCRIPTION OF THE BONDS - Adjustment of Principal Payments" the City reserves the right to modify or amend this Official Notice of Sale in any respect including, without limitation, increasing or decreasing the principal amount of any serial maturity or mandatory sinking fund payment for the Bonds and adding or deleting serial or term maturity and mandatory sinking fund payment dates, along with corresponding principal amounts with respect thereto; provided, that, subject to the terms of this Notice of Sale (see "DESCRIPTION OF THE BONDS - Adjustment of Principal Payments") any such modification or amendment will be communicated to potential bidders through Parity not later than 1:00 p.m. Pacific Time on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale.

ADDITIONAL INFORMATION. Prospective bidders should read the entire Preliminary Official Statement, copies of which may be obtained in electronic form from the Municipal Advisor from the following address: Del Rio Advisors, LLC, 1325 Country Club Drive, Modesto, California 95356, telephone: (209) 543-8704, email: kdieker@delrioadvisors.com.

Date: November , 2022

EXHIBIT A

**\$5,255,000
CITY OF ST. HELENA
(County of Napa, California)
2022 GENERAL OBLIGATION BONDS**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 15, 2022.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City of St. Helena (the "City") (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: November __, 2022

SCHEDULE A

EXPECTED OFFERING PRICES

SCHEDULE B
COPY OF PURCHASER'S BID

Jones Hall Draft 10.14.22

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE – FULL BOOK-ENTRY

**RATING: S&P: “_____”
See “RATING”**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. For tax years beginning after December 31, 2022, interest on the Bonds may be subject to the corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “TAX MATTERS.”

**\$5,255,000*
CITY OF ST. HELENA
(County of Napa, California)
2022 General Obligation Bonds**

Dated: Date of Delivery

Due: September 1, as shown on inside cover

Cover Page. This cover page contains information for quick reference only. It is not a summary of all the provisions of the Bonds. Investors must read the entire official statement to obtain information essential to making an informed investment decision.

Authority and Purpose. The above-captioned general obligation bonds (the “Bonds”), are being issued by the City of St. Helena (the “City”), which is located in Napa County, California, pursuant to certain provisions of the California Government Code, and an authorizing resolution of the City Council of the City (the “City Council”) adopted on October 25, 2022. The Bonds were authorized at an election of the registered voters of the City held on June 7, 2022, which authorized the issuance of general obligation bonds for the purpose of protecting the City’s local water quality/supply and improving drought resilience by repairing and replacing the City’s 1940s-era drinking water system, including drinking water, stormwater and sewerage infrastructure. See “THE BONDS – Authority for Issuance” and “THE FINANCING PLAN” herein.

Security. The Bonds are general obligations of the City, payable from ad valorem property taxes levied by the City and collected by Napa County (the “County”). The City Council is empowered and is obligated to annually levy ad valorem taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates). See “SECURITY FOR THE BONDS.”

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive physical certificates representing their interests in the Bonds. See APPENDIX E for additional information about the book-entry only system.

Payments. Interest on the Bonds accrues from the date of delivery and is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023, by check, draft or wire mailed to the person in whose name the Bond is registered. Payments of principal and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as paying agent for the Bonds (the “Paying Agent”), to DTC for subsequent disbursement to participants in DTC (“DTC Participants”) who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Description of the Bonds.”

Redemption. The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity as described herein. See discussion of redemption under the heading “THE BONDS.”

**Maturity Schedules
(See inside cover)**

The Bonds will be sold and awarded pursuant to a competitive bidding process to be held on _____, 2022, subject to change or cancellation, as set forth in the Official Notice of Sale with respect to the Bonds. The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the City by Jones Hall, A Professional Law Corporation, San Francisco, California, as Disclosure Counsel, and by the City Attorney. It is anticipated that the Bonds in definitive form will be available for delivery to Cede & Co., as nominee of The Depository Trust Company, on or about _____, 2022.

The date of this Official Statement is _____, 2022.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE

\$5,255,000*
CITY OF ST. HELENA
(County of Napa, California)
2022 General Obligation Bonds

(Base CUSIP†: _____)

Maturity Date (September 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP† No.
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
\$ _____ % Term Bond due September 1, 20__; Yield: _____; Price: _____ CUSIP† No. _____					
\$ _____ % Term Bond due September 1, 20__; Yield: _____; Price: _____ CUSIP† No. _____					

*Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel take any responsibility for the accuracy of such numbers.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Deemed Final. The Preliminary Official Statement has been deemed final by the City for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for information permitted to be omitted therefrom by Rule 15c2-12.

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the City or the Underwriter. This Official Statement and the information contained herein are subject to completion or amendment without notice.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations relating to the Bonds other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Estimates and Projections. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by the City.

Involvement of Underwriter. The Underwriter (as defined in "UNDERWRITING") has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of Prices. The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the public offering prices set forth on the cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the City, or the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website; however, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

**CITY OF ST. HELENA
(COUNTY OF NAPA, CALIFORNIA)**

MEMBERS OF THE CITY COUNCIL

Geoff Ellsworth, *Mayor*
Paul Dohring, *Vice Mayor*
Anna Chouteau, *Councilmember*
Lester Hardy, *Councilmember*
Eric Hall, *Councilmember*

CITY OFFICIALS AND STAFF

Anil Comelo, *City Manager*
April Mitts, *Assistant City Manager*
Mandy Kellogg, *Administrative Services Director*
Cindy Tzafopoulos, *City Clerk*
Ethan Walsh of Best, Best & Krieger LLP, *City Attorney*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

Del Rio Advisors, LLC
Modesto, California

SUB-CONSULTANT TO THE MUNICIPAL ADVISOR

A. M. Peché & Associates LLC
River Islands, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT, AND PAYING AGENT

U.S. Bank Trust Company, National Association
San Francisco, California

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OFFICIAL STATEMENT

\$5,255,000*
CITY OF ST. HELENA
(County of Napa, California)
2022 General Obligation Bonds

INTRODUCTION

This Official Statement, which includes the cover page and appendices hereto, provides information in connection with the sale and delivery of the above-captioned bonds (the “**Bonds**”).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement to make an informed investment decision. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City

The City of St. Helena (the “**City**”) is located in the County of Napa (the “**County**”) in the State of California (the “**State**”). The City is in the center of the world famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834, first incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889. The City serves a population of approximately 5,437 residents.

The City is a full-service City, providing water, sewer, police and fire services to a community that encompasses an area of 4 square miles. The City is a general law city and operates under the Council-City Manager form of government. The City Council is the governing body of the City, and has the power to make and enforce all laws and set all policy related to municipal affairs. For more statistical and demographic information regarding the City and the County, as well as certain City financial information, see APPENDIX A and APPENDIX B.

Sources of Payment for the Bonds

The Bonds are general obligations of the City payable solely from *ad valorem* property taxes levied by the City and collected by the County. The City Council is empowered and obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except with respect to certain personal property that is taxable at limited rates). See “SECURITY FOR THE BONDS” and “PROPERTY TAXATION.”

* Preliminary; subject to change.

Purpose for Issuance

The Bonds are being issued to provide funds to protect the City's local water quality/supply and improve drought resilience by repairing and replacing the City's 1940s-era drinking water system, including drinking water, stormwater and sewage infrastructure, as well as pay costs of issuance for the Bonds. See "THE FINANCING PLAN."

Authority for Issuance

The Bonds are being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 (the "**Bond Law**"), and a resolution adopted by the City Council of the City on October 25, 2022 (the "**Bond Resolution**"). The Bonds were authorized by the voters in the City pursuant to "Measure H," which was approved by the 2/3-required vote on June 7, 2022. See "THE BONDS – Authority for Issuance."

Description of the Bonds

Generally. The Bonds mature in the years and in the amounts as set forth on the inside cover page of this Official Statement. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See "THE BONDS – Description of the Bonds" and APPENDIX E.

Redemption. The Bonds are subject to redemption prior to maturity as described under the heading, "THE BONDS – Redemption."

Legal Matters

Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel ("**Bond Counsel**"), to be delivered in substantially the form attached as APPENDIX C. Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as disclosure counsel to the City ("**Disclosure Counsel**"). Certain legal matters will also be passed upon for the City by the City Attorney.

Tax Matters

In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. For tax years beginning after December 31, 2022, interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS" for additional information, and APPENDIX C for the forms of Bond Counsel's opinion to be delivered concurrently with the Bonds.

Continuing Disclosure

The City has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate is included in APPENDIX D. See also "CONTINUING DISCLOSURE."

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the City of St. Helena City Clerk, 1572 Railroad Avenue, St. Helena, California 94574. The City may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract between any Bond owner and the City or the Underwriter. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE FINANCING PLAN

Bond Measure and Purpose of Issue

The net proceeds of the Bonds will be used to finance the projects approved by more than the requisite two-thirds of City voters that voted at an election held in the City on June 7, 2022 (the “**Bond Election**”). The abbreviated form of the ballot measure, labeled Measure H (the “**Bond Measure**”), is set forth below:

“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?”

The Bonds will be the first of three anticipated series of general obligation bonds issued pursuant to the authority received at the Bond Election.

The City is currently undertaking preliminary design and engineering work with respect to the improvements to be constructed with the proceeds of the Bonds. Work on the project is scheduled to commence in _____, 20____ and end by _____, 20____.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds	\$
Plus: [Net] Original Issue Premium	_____
Total Sources	\$

Uses of Funds

Deposit to Project Fund	\$
Deposit to Debt Service Fund ⁽¹⁾	
Costs of Issuance ⁽²⁾	_____
Total Uses	\$

(1) To fund capitalized interest on the Bonds through September 1, 2023.

(2) Includes all estimated costs of issuance including, but not limited to, underwriter’s discount, printing costs, and fees of bond counsel, disclosure counsel, the municipal advisor, the sub-consultant to the municipal advisor, the paying agent and rating agency.

THE BONDS

Authority for Issuance

The Bonds are issued under the Bond Law and other applicable law. The City authorized the issuance of the Bonds pursuant to the Bond Resolution. The City received authorization at the Bond Election to issue \$19,150,000 of general obligation bonds to finance the projects described in the Bond Measure, of which the Bonds represent the first series.

Description of the Bonds

Book-Entry Form. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice.

The Paying Agent, the City, and the Underwriter have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds. See APPENDIX E for additional information.

Interest. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year (the “**Interest Payment Dates**”), commencing March 1, 2023. Interest on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless: (i) a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, (ii) a Bond is authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, (iii) a Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date, or (iv) at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Denominations and Maturity. The Bonds shall be issued in the denomination of \$5,000 each or any integral multiple of \$5,000. The Bonds mature on September 1 in the years and amounts set forth on the inside cover page hereof. See the maturity schedule on the inside cover page hereof and “DEBT SERVICE SCHEDULE” herein.

Payment

Interest on the Bonds (including the final interest payment upon maturity) is payable by check of the Paying Agent mailed to the owner thereof at such owner's address as it appears on the Registration Books (as defined below) at the close of business on the preceding Record Date, except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid by wire transfer on the succeeding Interest Payment Date to an account in the United States of America as shall be specified in such written request.

Principal of and redemption premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the principal office of the Paying Agent.

Redemption*

Optional Redemption. The Bonds maturing on or before September 1, 20__, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without redemption premium.

Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ and September 1, 20__ (the "**Term Bonds**") are subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments on each September 1, in the principal amounts as set forth in the following tables:

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
_____	_____

(Maturity)

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
_____	_____

(Maturity)

If some but not all of the Term Bonds have been optionally redeemed, the aggregate principal amount of Term Bonds to be subject to Mandatory Sinking Fund Redemption in each

* Preliminary; subject to change.

year will be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written notice filed by the City with the Paying Agent.

Redemption Procedure; Right to Rescind. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, (i) to DTC and the Municipal Securities Rulemaking Board, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books (as defined below) maintained by the Paying Agent. Such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Bonds.

The City is entitled to send a redemption notice that declares that the redemption is conditional upon the availability of moneys to accomplish the redemption, and the City may rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this section. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the owners of the Bonds (the "Owners") or any other party related to or arising from such rescission.

A redemption notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and will require that such Bonds be then surrendered at the principal office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Partial Redemption. Upon surrender of Bonds redeemed in part only, the City will execute and the Paying Agent will authenticate and deliver to the owner, at the expense of the City, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and redemption premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Bond Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Registration, Transfer and Exchange of Bonds

Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds (the "**Registration Books**"), which will at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Bonds.

Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the principal office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Paying Agent will authenticate and deliver a new Bond or Bonds, for like aggregate principal amount of the same maturity and interest rate.

Exchange. Bonds may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The City may charge a reasonable sum for each new Bond issued upon any exchange.

Defeasance

The City has the option to pay and discharge the entire indebtedness on all or any portion of the outstanding Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity:
 - (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or
 - (ii) Federal Securities (as defined below), the principal of and interest on, which when due, in the opinion of a certified public accountant delivered to the City, will provide money sufficient to pay the principal of and all unpaid interest and redemption premium (if any) to maturity on the Bonds to be paid, as such principal and interest become due.
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations, the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

DEBT SERVICE SCHEDULE

The following table shows the debt service schedule with respect to the Bonds, assuming no optional redemptions. The City does not have any other general obligation bonds outstanding; however, the Bonds represent the first of three planned series of general obligation bonds to be issued pursuant to the authority granted by the Bond Measure.

Bond Year Ending September 1	Principal	Interest	Total Debt Service
2023 ⁽¹⁾			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
Total			

(1) Capitalized interest is being funded through September 1, 2023.

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the City, payable solely from ad valorem property taxes levied by the City and collected by the County. The City is empowered and is obligated, and under the Bond Resolution has covenanted, to annually levy ad valorem taxes for the payment of the Bonds and the interest thereon upon all property within the City subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates).

Levy and Collection; Teeter Plan. The City will levy and the County will collect such ad valorem taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the City and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

City property taxes are assessed and collected by the County in the same manner, at the same time and in the same installments as other ad valorem taxes on real property and will have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the other ad valorem taxes on real property. As described below, the County has adopted a Teeter Plan and the City has elected to participate in the Teeter Plan. See "PROPERTY TAXATION – Alternative Method of Tax Apportionment – Teeter Plan."

Annual Tax Rates. The amount of the annual ad valorem tax levied by the City to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the City and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the City may cause the annual tax rate to fluctuate.

Economic and other factors beyond the City's control, such as economic recession, deflation of land values, a relocation out of the City or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, epidemic, or other natural disaster or event, could cause a reduction in the assessed value within the City and necessitate a corresponding increase in the annual tax rate. See "– COVID-19 Global Pandemic" herein.

Debt Service Fund

Pursuant to the Bond Resolution, the City will establish a debt service fund for the Bonds (the "**Debt Service Fund**"), which will be established as a separate fund to be maintained distinct from all other funds of the City. Proceeds of the Bonds used for capitalized interest on the Bonds and all taxes levied by the City pursuant to the Bond Resolution for the payment of the principal of and interest on the Bonds will be deposited in the Debt Service Fund by the City promptly upon receipt. The Debt Service Fund is pledged for the payment of the principal of and interest on the Bonds, when and as the same become due. The City will transfer amounts in the Debt Service Fund, to the extent necessary, to pay the principal of and interest on the Bonds as the same become due and payable, to the Paying Agent, as required to pay the principal of and interest on the Bonds.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its General Fund, to be applied solely in a manner that is consistent with the requirements of applicable state and federal tax law.

Limited Obligation

The Bonds are payable solely from the proceeds of an ad valorem tax levied by the City, and collected by the County, for the payment of principal of and interest on the Bonds. Although the County is obligated to collect the ad valorem tax for the payment of the Bonds, the Bonds are not a debt of the County.

Statutory Lien

In accordance with Section 53515 of the California Government Code, the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the ad valorem tax. This lien automatically arises without the need for any action or authorization by the City or the City Council, and shall be valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the ad valorem tax shall be immediately subject to the lien, and the lien shall immediately attach to the revenues and be effective, binding, and enforceable against the City, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

COVID-19 Global Pandemic

General. The 2020 outbreak of COVID-19 (“**COVID-19**”) has impacted local agencies such as the City throughout the United States and the world. Notwithstanding that several vaccines appear to have been effective, the spread of COVID-19 and related variants is ongoing, and future actions to reduce its spread and its impact on global and local economies are uncertain and cannot be predicted.

The City reports that its sales tax and transient occupancy tax exceeded pre-pandemic levels in Fiscal Year 2022 and for Fiscal Year 2023 are projected to exceed Fiscal Year 2019 levels. Although COVID-19 has not materially impacted the City’s finances to date, no assurance can be given as to future impacts. The COVID-19 pandemic remains going and could result in future economic impacts that could adversely affect assessed values in the City and/or the willingness of property owners to pay their property taxes when due. See “PROPERTY TAXATION – Alternative Method of Tax Apportionment – Teeter Plan” and “APPENDIX A.”

PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to ad valorem taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state assessed public utilities’ property and property, the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities are assessed by the State Board of Equalization (“SBE”) and taxed locally. Property

valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The following is a table summarizing the historical assessed valuation of the taxable property in the City since Fiscal Year 2013-14.

Table 1
CITY OF ST. HELENA
Assessed Valuations of All Taxable Property
Fiscal Years 2013-14 to 2022-23

<u>Fiscal Year</u>	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>Percent Change</u>
2013-14	\$1,865,420,353	\$38,550	\$74,771,746	\$1,940,230,649	--%
2014-15	1,878,049,203	38,550	81,624,051	1,959,711,804	1.0
2015-16	1,988,547,332	38,550	80,122,724	2,068,708,606	5.6
2016-17	2,156,769,732	38,550	72,092,808	2,228,901,090	7.7
2017-18	2,303,467,769	0	71,614,593	2,375,082,362	6.6
2018-19	2,468,796,413	0	64,818,792	2,533,615,205	6.7
2019-20	2,626,885,209	0	63,331,907	2,690,217,116	6.2
2020-21	2,747,504,154	0	61,719,159	2,809,223,313	4.4
2021-22	2,851,576,113	0	59,563,465	2,911,139,578	3.6
2022-23	3,035,141,810	0	73,757,319	3,108,899,129	6.8

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table shows the land use of parcels in the City, according to assessed valuation. As shown, the majority of land in the City is used for residential purposes.

Table 2
CITY OF ST. HELENA
Assessed Valuation and Parcels by Land Use
Fiscal Year 2022-23

	2022-23	% of	No. of	% of
Non-Residential:	Assessed Valuation⁽¹⁾	Total	Parcels	Total
Agricultural/Vineyards	\$551,444,586	18.17%	239	9.67%
Commercial/Hotel	230,949,231	7.61	54	2.19
Vacant Commercial	19,507,503	0.64	15	0.61
Industrial/Winery	349,185,291	11.50	18	0.73
Government/Social/Institutional	0	0.00	88	3.56
Subtotal Non-Residential	\$1,151,086,611	37.93%	414	16.75%
Residential:				
Single Family Residence	\$1,584,403,754	52.20%	1,478	59.81%
Condominium	91,090,262	3.00	168	6.80
Mobile Home	9,637,028	0.32	157	6.35
Mobile Home Park	2,949,987	0.10	1	0.04
2-4 Residential Units	121,309,324	4.00	115	4.65
5+ Residential Units/Apartments	48,587,692	1.60	35	1.42
Vacant Residential	26,077,152	0.86	103	4.17
Subtotal Residential	\$1,884,055,199	62.07%	2,057	83.25%
Total	\$3,035,141,810	100.00%	2,471	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Parcels. The following table shows a breakdown of the assessed valuations of improved single-family residential parcels in the City, according to assessed valuation.

Table 3
CITY OF ST. HELENA
Per Parcel 2022-23 Assessed Valuation
of Single-Family Homes

	No. of Parcels	2022-23 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	1,478	\$1,584,403,754	\$1,071,992	\$845,791

2022-23 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$99,999	89	6.022%	6.022%	\$6,394,835	0.404%	0.404%
\$100,000 - \$199,999	96	6.495	12.517	13,491,650	0.852	1.255
\$200,000 - \$299,999	89	6.022	18.539	22,806,583	1.439	2.695
\$300,000 - \$399,999	113	7.645	26.184	39,220,152	2.475	5.170
\$400,000 - \$499,999	77	5.210	31.394	34,883,888	2.202	7.372
\$500,000 - \$599,999	83	5.616	37.009	44,987,277	2.839	10.211
\$600,000 - \$699,999	75	5.074	42.084	48,672,078	3.072	13.283
\$700,000 - \$799,999	71	4.804	46.888	52,996,086	3.345	16.628
\$800,000 - \$899,999	104	7.037	53.924	88,574,652	5.590	22.218
\$900,000 - \$999,999	83	5.616	59.540	78,644,391	4.964	27.182
\$1,000,000 - \$1,099,999	71	4.804	64.344	74,272,215	4.688	31.870
\$1,100,000 - \$1,199,999	69	4.668	69.012	79,187,063	4.998	36.868
\$1,200,000 - \$1,299,999	50	3.383	72.395	62,417,013	3.939	40.807
\$1,300,000 - \$1,399,999	55	3.721	76.116	74,230,294	4.685	45.492
\$1,400,000 - \$1,499,999	36	2.436	78.552	52,070,676	3.286	48.779
\$1,500,000 - \$1,599,999	30	2.030	80.582	46,415,449	2.930	51.708
\$1,600,000 - \$1,699,999	25	1.691	82.273	40,985,524	2.587	54.295
\$1,700,000 - \$1,799,999	32	2.165	84.438	56,003,476	3.535	57.830
\$1,800,000 - \$1,899,999	22	1.488	85.927	40,572,045	2.561	60.390
\$1,900,000 - \$1,999,999	19	1.286	87.212	37,057,607	2.339	62.729
\$2,000,000 and greater	189	12.788	100.000	590,520,800	37.271	100.000
	1,478	100.000%		\$1,584,403,754	100.000%	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment – Teeter Plan

The County operates a Teeter Plan whereby taxing entities, including the City, receive 100% of their secured *ad valorem* property tax levy assessed by the County. The Teeter Plan will apply with respect to the *ad valorem* property taxes levied for the Bonds.

The Teeter Plan will remain in effect unless the County orders its discontinuance or unless the County receives a petition for its discontinuance joined in by resolutions adopted by at least two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors of the County shall order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. Additionally, the County may discontinue the procedures under the Teeter Plan with respect to any political subdivision in the County if the rate of secured property tax delinquency in that political subdivision in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that political subdivision. If the Teeter Plan is discontinued subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including

the City) for which the County acts as the tax-levying or tax-collecting agency. For further information, please see "APPENDIX A – CERTAIN INFORMATION REGARDING THE CITY OF ST. HELENA AND COUNTY OF NAPA – CITY FINANCIAL INFORMATION – Property Taxes" herein.

Under the Teeter Plan, the County funds current year delinquencies from certain moneys in its treasury, including, currently, tax payments from prior years' delinquencies. There can be no assurance that the County will continue to utilize the Teeter Plan with respect to the tax levy for the Bonds or for the City. Further, the amounts expected to be available to the County may not be sufficient to fund all delinquencies in current tax levies, in which case the City may not receive the full amount required for the payment of debt service on the Bonds on a timely basis.

Property tax delinquencies may be impacted by economic and other factors beyond the City's control or the control of the County, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the City, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity, including but not limited to as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

Pursuant to Revenue and Taxation Code Section 4985.2, the Treasurer-Tax Collector of the respective County may cancel any penalty, costs or other charges resulting from tax delinquency upon a finding that the late payment is due to reasonable cause and circumstances beyond the taxpayer's control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, provided the property taxes are paid within four fiscal years of such taxes coming due. See "SECURITY FOR THE BONDS – COVID-19 Global Pandemic."

Appeals of Assessed Value

There are two types of appeals of assessed values that could adversely impact property tax revenues within the City.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the least of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as prevailing conditions in the residential home market) cause the property to be worth less than its current assessed value.

Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The City cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate City assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

The table below shows historical property tax rates within the City:

Table 4
CITY OF ST. HELENA
Typical Tax Rate Per \$100 Assessed Valuation
Fiscal Year 2017-18 through 2021-22

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
General Tax Rate	1.0000	1.0000	1.0000	1.0000	1.0000
Napa Valley Community College District	.0238	.0238	.0205	.0190	.0180
St. Helena Unified School District	.0407	.0396	.0392	.0382	.0387
Total Tax Rate	1.0645	1.0634	1.0597	1.0572	1.0567

Source: California Municipal Statistics, Inc.

Major Taxpayers

The following table shows the twenty largest property taxpayers in the City as determined by their secured assessed valuations for Fiscal Year 2022-23.

Table 5
CITY OF ST. HELENA
Largest 2022-23 Local Secured Taxpayers

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2022-23 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	Treasury Wine Estates Americas Company	Winery/Vineyards	\$145,585,395	4.80%
2.	Spring Mountain Hotel LLC	Hotel	85,583,047	2.82
3.	Sutter Home Winery Inc.	Winery/Vineyards	69,057,197	2.28
4.	Palmer City-Core Main Associates LLC	Hotel	42,048,519	1.39
5.	C. Mondavi and Sons Inc.	Winery/Vineyards	41,576,652	1.37
6.	Antonio and Rita Castellucci, Trust	Commercial Properties	34,134,590	1.12
7.	Joseph P. and Nancy J. Schoendorf, Trust	Residential	25,486,998	0.84
8.	Realty Income Properties 2 LLC	Vineyards	23,539,681	0.78
9.	Duckhorn Wine Company	Vineyards	17,531,752	0.58
10.	ACI Real Estate SPE 125 LLC	Supermarket	13,274,428	0.44
11.	LMR Destinations LLC	Commercial Land	11,934,000	0.39
12.	Schramsberg Vineyards Company	Winery	11,900,797	0.39
13.	Patrick L. Stotesbery, Trust	Residential	11,872,426	0.39
14.	Wagner Ranch LLC	Vineyards	11,483,271	0.38
15.	Jorge Hernandez Trust	Residential	10,928,379	0.36
16.	BRM-TAJ LLC	Residential	10,857,611	0.36
17.	Rifugio Holdings LLC	Winery	10,691,982	0.35
18.	Helena Vinedo LLC	Residential	10,208,998	0.34
19.	Double Vee Properties LLC	Winery/Vineyards	9,809,645	0.32
20.	Miles C. MacDonnell and Kathy Hall-MacDonnell	Residential	<u>9,760,730</u>	<u>0.32</u>
			<u>\$607,266,098</u>	<u>20.01%</u>

(1) 2022-23 Local Secured Assessed Valuation: \$3,035,141,810.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the City; (2) the second column shows the percentage that the City's assessed valuation represents of the total assessed valuation of each public agency identified in the first column; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt to property in the City, as determined by multiplying the total outstanding debt of each agency by the percentage of the City's assessed valuation represented in the second column.

Table 6
CITY OF ST. HELENA
Statement of Direct and Overlapping Bonded Debt
As of September 1, 2022

2022-23 Assessed Valuation: \$3,108,899,129

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Napa Joint Community College District	6.314%	\$4,421,240
St. Helena Unified School District	28.376	12,245,939
City of St. Helena	100.000	0⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$16,667,179
<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Napa County Certificates of Participation	6.370%	\$433,160
Napa County Board of Education Certificates of Participation	6.370	740,513
TOTAL OVERLAPPING GENERAL FUND DEBT		\$1,173,673
COMBINED TOTAL DEBT		\$17,840,852⁽²⁾

Ratios to 2022-23 Assessed Valuation:

Direct Debt	0.00%
Total Direct and Overlapping Tax and Assessment Debt	0.54%
Combined Total Debt	0.57%

(1) Excludes the Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING CITY REVENUES AND APPROPRIATIONS

Principal and interest on the Bonds are payable from the proceeds of an *ad valorem* property tax levied by the County, as directed by the City, for the payment thereof. See "THE BONDS" and "SECURITY FOR THE BONDS." Articles XIII A, XIII B, XIII C and XIII D of the State Constitution, Propositions 62, 111, 218, 26, 1A and 22, and certain other provisions of law discussed below are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy, and the City to spend, tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the Bonds. The tax levied by the County, as directed by the City, for payment of the Bonds was approved by the City's voters in compliance with Article XIII A and all applicable laws.

Article XIII A of the State Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the State Constitution. Article XIII A, as amended, limits the amount of any *ad valorem* tax on real property to one percent of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service (i) on indebtedness approved by the voters prior to July 1, 1978, (ii) on bonded indebtedness approved by a two-thirds vote on or after July 1, 1978, for the acquisition or improvement of real property or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situation." Any such allocation made to a local agency continues as part of its allocation in future years.

Article XIII B of the State Constitution

In addition to the limits Article XIII A imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIII B which effectively limits the amount of such revenues those entities are permitted to spend. Article XIII B, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIII B also does not limit appropriation of local revenues to pay debt service on Bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years. If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit.

Articles XIII C and XIII D of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIII C define "taxes" that are subject to voter approval as "any levy, charge, or exaction of any kind imposed by a local government," with certain exceptions.

Taxes. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City ("general taxes") require a majority vote; taxes for specific purposes ("special taxes"), even if deposited in the City's General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. If such repeal or reduction occurs, the City's ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIIC provides that local government "bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity." Similarly, Article XIID provides that in "any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance" with Article XIID.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts, with various decisions already handed down, but none impacting the City's ability to pay the Bonds.

Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election and (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIIIA, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

California appellate court cases have overturned the provisions of Proposition 62 pertaining to the imposition of taxes for general government purposes. However, the California Supreme Court upheld Proposition 62 in its decision on August 28, 1995, in *Fresno County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Supreme Court's decision, such as what remedies exist for taxpayers subject to a tax not in compliance

with Proposition 62, and whether the decision applies to charter cities. The City has not experienced any substantive adverse financial impact as a result of the passage of this initiative.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State's Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Proposition 19

On June 7, 2022, voters in the State approved "Proposition 19 – The Home Protection for Seniors, Severely Disabled, Families, and Victims of Wildfire or Natural Disasters Act" ("**Proposition 19**").

Prior Law. As described in the preceding sections of this Official Statement entitled "– Article XIII A" and "– Legislation Implementing Article XIII A," Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Proposition 19 amends Article XIII A.

Prior to passage of Proposition 19, California law allowed certain "eligible homeowners" to move to a different home without paying higher property taxes. "Eligible homeowners" include those who are over 55 or severely disabled or whose property has been impacted by a natural disaster or contamination. An eligible homeowner can move within the same county and keep the same assessed value if their new home is not more expensive than their existing home. Also, certain counties allow these rules to apply when an eligible homeowner moves to their county from another county. Homeowners who are over 55 or severely disabled generally can use these special rules only once in their lifetime. This limit does apply to properties impacted by a natural disaster or contamination. Special rules also allowed certain "inherited properties" to pass between parents and children without an increase in their assessed value. These rules also apply to grandparents and grandchildren if the grandchildren's parents are deceased. The rules apply to a parent's or grandparent's home and a limited amount of other types of property.

Changes Implemented by Proposition 19. Effective April 1, 2021, Proposition 19 expanded the special rules for eligible homeowners described above. Specifically:

- Eligible homeowners can keep their lower property tax bill when moving to another home anywhere in the state.
- Eligible homeowners can use the special rules to move to a more expensive home. Their property tax bill would still go up but not by as much as it would for other homebuyers.
- Homeowners who are over 55 or severely disabled could use the special rules three times in their lifetime.

In addition, effective February 16, 2021, the special rules for inherited properties described above have been narrowed, specifically:

- The special rules now apply only to two kinds of inherited property: (1) properties used as a primary home by the child or grandchild and (2) farms. Properties used for other purposes can no longer use the special rules.
- The property tax bill for an inherited home or farm would go up if the price the property could be sold for exceeds the property's taxable value by more than \$1 million (adjusted for inflation every two years). In this case, the tax bill would go up but not as much as it would if the property were sold to someone else.

Impact of Proposition 19. Given its recent enactment, the long-term impact of Proposition 19 is not yet known. However, according to the Legislative Analyst's Office, property taxes for local governments and schools will probably increase as a result of the adoption of Proposition 19.

Possible Future Initiatives

Articles XIII A, XIII B, XIII C and XIII D and Propositions 62, 111, 218, 26, 1A, 22 and 19 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

Reduction in Taxable Value

Property tax revenue available to pay principal of and interest on the Bonds are determined by the amount of taxable value in the City and the current rate or rates at which property in the City is taxed. The reduction of taxable values of property in the City caused by economic factors beyond the City's control, such as the complete or partial destruction of property caused by, among other eventualities, fire, earthquake or other natural disaster, could cause a reduction in the property taxes available to pay debt service on the Bonds and in turn have an adverse effect on the City's ability to make timely payments on the Bonds.

Seismic. The City, like much of California, is located in a seismically active area. A major earthquake would be expected to cause considerable damage to property and transportation systems. In particular, roads, bridges and highway overpasses are susceptible to damage or failure in the event of a major earthquake. Landslides would be intensified as a result of ground shaking, and could affect portions of the roadway system located in landslide potential areas. Seismic damage could also occur to treated water and sewage pipelines, gas pipelines, and to cell phone towers and power lines.

Wildfires. Like much of California, land in the City may be vulnerable to property damage or reductions in assessed value as a result of increased frequency and severity of wildfires or other negative impacts resulting from climate change. Parcels within the City could experience changes to local and regional weather patterns; increased risk of vegetation changes and wildfires. These changes could adversely impact property values within the City.

For example, the Glass Fire was a wildfire that started on September 27, 2020 in the vicinity of the City and lasted for 23 days. The fire burned over 67,484 acres and destroyed 1,555 structures, including 308 homes and 343 commercial buildings in Napa County, as well as 334 homes in neighboring Sonoma County. Additionally, the fire destroyed or damaged 31 wineries, restaurants and lodges in the area, including the 41-year-old Chateau Boswell Winery near the City, the White Sulphur Springs Resort and The Restaurant at Meadowood.

In addition, a vegetation fire in the Pope Valley east of the City occurred in May 2022 and forced evacuations for a short time in an eastern portion of the City, however the fire was quickly contained with no structural damage.

Droughts. From time to time, areas of the State have experienced significant drought conditions that resulted in negative impacts to water supplies, which could have an adverse effect on property values in the City. The City cannot predict what effect drought conditions may have on the desirability to live in the City or property values therein.

Hazardous Substances. An additional environmental condition that may result in the reduction in the assessed value of property would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the City. In general, the owners and operators of property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the City be affected by a hazardous substance, could be to reduce the marketability and value of the property by the costs of remedying the condition.

Economic Instability. The general economy of the City will be subject to all of the risks generally associated with urban real estate markets. Real estate prices may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in home improvement costs and by other similar factors. In addition, if there is a significant decline in the general economy of the City, the owners of property within the City may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of property tax revenues by the City.

In the event that one or more of such above conditions occur, such occurrence could cause damages of varying seriousness to the land and improvements and the value of property in the City could be diminished in the aftermath of such events. A substantial reduction of the value of such properties could affect the ability or willingness of the property owners to pay the property taxes. The above list is not exhaustive.

Bankruptcy and Foreclosure

The payment of property taxes and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Cyber Security

The City, like many other public and private entities, rely on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that their efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially adversely impact the operations or finances of any entity, including with respect to the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County Auditor-Controller for the levy and collection of taxes, State agencies, and the Paying Agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

COVID-19 Pandemic

The COVID-19 coronavirus pandemic, and efforts to contain the spread of the virus, are impacting governments, businesses and people in a manner that is having effects on global, national and local economies. In addition, stock markets in the United States and globally have seen volatility attributed to coronavirus concerns. Future property taxes available to the City for payment of debt service on the Bonds could be negatively impacted. The initial impact could occur because property tax installments due dates could be deferred, or some taxpayers may be unable to make their property tax payments. Such impacts could be offset because the County operates under the Teeter Plan, which shields the City from delinquencies, however there is the possibility that the County could end the Teeter Plan in the future. See “PROPERTY TAXATION – Alternative Method of Tax Apportionment – Teeter Plan” and “APPENDIX A.”

Loss of Tax-Exemption

Interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Bond Resolution. In addition, current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals. Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Bond Resolution.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. For tax years beginning after December 31, 2022, interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “**original issue discount**” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “**original issue premium**” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Form of Opinion; Contingent Compensation. The proposed form of opinion of Bond Counsel is attached hereto as APPENDIX C. Jones Hall will receive compensation from the City contingent upon the sale and delivery of the Bonds.

Other Considerations. Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above, including any opinion regarding federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

In addition, future legislation, if enacted into law, or clarification of the Tax Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Tax Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than April 1 after the end of each fiscal year of the City (currently June 30), commencing with the report for the 2021-22 fiscal year (the “**Annual Report**”), and to provide notices of the occurrence of certain enumerated events.

The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in the form of Continuing Disclosure Certificate attached as APPENDIX D. These covenants will be made to assist the Underwriter (as defined below) in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”).

In the past five years, the City has been in compliance with its prior undertakings under the Rule, other than filing of financial statements in 2021 occurring approximately 3 months late and filing of financial statements in 2022 occurring approximately 1 week late. The City will engage the services of BLX Group LLC as the initial dissemination agent in connection with its continuing disclosure obligations associated with the Bonds. See APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

NO LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened questioning the political existence of the City or contesting the City's ability to receive *ad valorem* taxes or to collect other revenues or contesting the City's ability to issue and repay the Bonds.

RATING

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC (“**S&P**”), has assigned its municipal bond rating on the Bonds of “___.” There is no assurance that the rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P, if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

The City has furnished to S&P information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by the rating agencies. The ratings reflect only the view of such organization and an explanation of the significance of such rating may be obtained from S&P.

The City has covenanted in a Continuing Disclosure Certificate to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website ("**EMMA**") notices of any ratings changes on the Bonds. See "CONTINUING DISCLOSURE." Notwithstanding such covenant, information relating to ratings changes on the Bonds may be publicly available from the rating agency prior to such information being provided to the City and prior to the date the City is obligated to file a notice of rating change on EMMA. Purchasers of the Bonds are directed to the ratings agency and its website and official media outlets for the most current ratings changes with respect to the Bonds after the initial issuance of the Bonds.

MUNICIPAL ADVISOR

The City has retained Del Rio Advisors, LLC, as its municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Bonds. A. M. Peché & Associates LLC is serving as sub-consultant to the Municipal Advisor with respect to the Bonds.

Neither the Municipal Advisor nor the sub-consultant to the Municipal Advisor is obligated to undertake, and neither has undertaken to make, an independent verification or assumes any responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor has provided the following sentence for inclusion in this Official Statement: The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

The Municipal Advisor and the sub-consultant have assisted the City with the structure, timing and terms for the sale of the Bonds. The Municipal Advisor and the sub-consultant provide municipal advisory services only and do not engage in the underwriting, marketing, or trading of municipal securities or other negotiable instruments.

The compensation of the Municipal Advisor and the sub-consultant to the Municipal Advisor is contingent upon the delivery of the Bonds.

COMPETITIVE SALE OF BONDS

The Bonds were sold following a competitive bidding process conducted on _____, 2022, and were awarded to _____ (the "**Underwriter**"), whose proposal represented the conforming bid with the lowest true interest cost for the Bonds as determined in accordance with the Official Notice of Sale. The Underwriter has agreed to purchase the Bonds at a price of \$_____, which is equal to the initial principal amount of the Bonds of \$_____ plus a net original issue premium of \$_____, less an Underwriter's discount of \$_____. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may offer and sell to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering price may be changed from time to time by the Underwriter.

EXECUTION

The execution of this Official Statement and its delivery have been approved by the City Council.

CITY OF ST. HELENA

By: _____
City Manager

APPENDIX A

CERTAIN INFORMATION REGARDING THE CITY OF ST. HELENA AND COUNTY OF NAPA

The Bonds are secured solely by an ad valorem property tax levied by the County, on behalf of the City, in an amount sufficient to pay principal of and interest on the Bonds each year. The Bonds are not payable from any other funds or revenues. Information regarding the City and its General Fund finances is provided for informational purposes only; and does not constitute security for the repayment of the Bonds.

Introduction

The City of St. Helena (the “**City**”) is located in the County of Napa (the “**County**”) in the State of California (the “**State**”). The City is in the center of the world famous wine growing Napa Valley, 65 miles north of San Francisco. The City is in the center of the world famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834, first incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889. The City serves a population of approximately 5,437 residents.

Population

Population figures for the City, County and State for the last five years are shown in the following table. The City attributes the small declines beginning in 2020 to be an effect of the pandemic.

CITY OF ST. HELENA, COUNTY OF NAPA AND STATE OF CALIFORNIA Population Estimates as of January 1

Year	City of St. Helena	County of Napa	State of California
2018	6,119	140,340	39,519,535
2019	6,110	139,608	39,605,361
2020	5,454	138,019	39,538,223
2021	5,521	137,518	39,303,157
2022	5,437	136,179	39,185,605

Source: State Department of Finance estimates (as of January 1).

City Government

The City is a full-service City, providing water, sewer, police and fire services to a community that encompasses an area of 4 square miles. The City is a general law city and operates under the Council-City Manager form of government. The City Council is the governing body of the City, and has the power to make and enforce all laws and set all policy related to municipal affairs.

The City Manager is responsible for carrying out the policies of the City Council and for the proper and efficient management of municipal activities. The City Manager directs and

manages the various departments and municipal services through appointed Department Heads who directly supervise and administer the various City programs, services, and activities.

The current members of the City Council are shown in the following table:

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Geoff Ellsworth	Mayor	November 2022
Paul Dohring	Vice Mayor	November 2022
Anna Chouteau	Council Member	November 2022
Lester Hardy	Council Member	November 2024
Eric Hall	Council Member	November 2024

CITY FINANCIAL INFORMATION

Accounting Policies and Financial Reporting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The City's most recent audited financial statements for the fiscal year ending June 30, 2021, are attached as "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2021" to this Official Statement, which were prepared by the City and audited by Brown Armstrong Accountancy Corporation, Bakersfield, California (the "**Auditor**").

The audited financial statements should be read in their entirety. The City has not requested nor did the City obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the City or the General Fund. In addition, the Auditor has not reviewed this Official Statement.

Cybersecurity

The City's information technology infrastructure continuously faces cyber threats, including, but not limited to, hacking, viruses, malware, ransomware, and data breaches. The City takes cybersecurity very seriously and has operational controls and multiple security measures to safeguard City's data and infrastructure. The City has not experienced known cybersecurity breaches to date that have had a material adverse impact on the City; however, no assurances can be given that the security and operational control measures will be successful in guarding against all cyber threats.

Impact of COVID-19

Overall, the actual financial performance of the General Fund has not been adversely affected by the pandemic. In Fiscal Year 2021 general Fund revenues were more than budget estimates by about \$2.33 million. The enhanced revenue performance, compared to budget, was

primarily due to increased revenue collections in Sales Tax and Other Taxes which is \$2.56 million above estimated budget. Fiscal Year 2020-21 revenue estimates for Sales Tax were conservative and based on a slow recovery from the impacts from the COVID-19 pandemic and the shelter-in-place orders which took effect in March 2020. However, actual Sales Tax received showed the economic recovery started sooner than anticipated.

Actual expenditures were less than budgeted appropriations by \$3.07 million, with significant savings in the general government expenditures of \$2.15 million, planning and building of \$0.40 million, and public works of \$0.54 million. The primary reason for the savings is due to contracts not being expended for projects that continued into Fiscal Year 2021-22.

Overall, the actual financial performance of the General Fund exceeded original budget projections by \$5.40 million as a result of exceeding revenue projections by \$2.33 million and spending \$3.07 million less in expenditures than was budgeted. The City's sales tax and transient occupancy tax exceeded pre-pandemic levels in Fiscal Year 2022 and for Fiscal Year 2023 are projected to exceed Fiscal Year 2019 levels.

The City received \$1.6 million in federal stimulus funds. Funds were utilized to replace loss revenues for Fiscal Year 2021 and Fiscal Year 2022.

Financial Statements

The tables on the following pages provide a recent history of the City's General Fund balance sheet, and General Fund revenues, expenditures, transfers, and ending fund balances.

CITY OF ST. HELENA GENERAL FUND BALANCE SHEET (Fiscal Year Ending June 30)

	<u>Audited 2016-17</u>	<u>Audited 2017-18</u>	<u>Audited 2018-19</u>	<u>Audited 2019-20</u>	<u>Audited 2020-21</u>
ASSETS:					
Cash and investments	\$4,108,318	\$6,039,757	\$7,889,404	\$8,648,592	\$9,557,161
Receivables:					
Accounts	207,338	194,207	351,798	140,518	126,817
Taxes	1,227,377	1,465,260	1,437,230	967,073	2,702,777
Interest	39,864	77,369	105,433	102,274	97,850
Due from Other Governments	393,169	420,248	366,871	695,109	1,495,373
Notes and Loans	455,039	452,577	448,635	596,019	685,914
Due from Other Funds	208,593	316,335	32,603	1,039	--
Advances from Other Funds	48,058	--	--	--	--
Prepaid Expenditures	64,512	149,636	67,248	451	58,426
TOTAL ASSETS	6,752,268	9,115,389	10,699,222	11,151,075	14,724,318
LIABILITIES:					
Accounts Payable and Accrued Liabilities	584,185	895,923	844,247	863,473	1,411,053
Deposits Payable	184,589	221,201	226,636	379,967	367,247
TOTAL LIABILITIES	768,774	1,117,124	1,070,883	1,243,440	1,778,300
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenues - Taxes	416,032	355,978	422,540	768,967	1,570,009
TOTAL DEFERRED INFLOWS OF RESOURCES	416,032	355,978	422,540	768,967	1,570,009
FUND BALANCES (DEFICIT)					
Nonspendable	567,609	602,213	515,883	596,470	744,340
Restricted	436,527	436,527	404,573	345,562	167,106
Assigned	219,240	219,240	283,929	277,526	677,018
Unassigned	4,344,086	6,384,307	8,001,414	7,919,110	9,787,545
TOTAL FUND BALANCES (DEFICIT)	5,567,462	7,642,287	9,205,799	9,138,668	11,376,009
TOTAL LIABILITIES AND FUND BALANCES	\$6,752,268	\$9,115,389	\$10,699,222	\$11,151,075	\$14,724,318

Source: City of St. Helena, Annual Financial Statements for Fiscal Years 2016-17 through 2020-21.

CITY OF ST. HELENA
GENERAL FUND REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
(Fiscal Year Ending June 30)

	Audited 2016-17	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21
REVENUES:					
Property Taxes	\$4,277,441	\$4,718,495	\$5,235,189	\$5,407,510	\$5,978,661
Sales and Other Taxes	5,771,414	7,827,446	8,535,481	7,237,906	6,523,098
Charges for Services	326,345	257,679	205,682	138,765	54,212
Fines and Forfeitures	146,673	190,710	225,572	142,503	34,035
Licenses and Permits	1,040,863	963,653	884,147	876,734	926,000
Development Fees	20,800	20,325	25,600	19,360	20,800
Intergovernmental	230,529	392,460	632,458	199,394	2,322,213
Interest and Rents	146,300	179,410	418,120	305,202	(17,439)
Other Revenues	205,336	194,887	194,506	90,801	169,372
TOTAL REVENUES	12,165,701	14,745,065	16,356,755	14,418,175	16,010,952
EXPENDITURES:					
Current:					
General Government	2,616,718	2,386,535	3,029,631	3,275,582	4,305,816
Planning and Building	898,802	1,117,438	1,160,983	911,671	1,121,499
Public Safety	3,676,832	4,206,490	4,526,949	4,635,211	5,171,896
Public Works	1,530,338	1,774,192	2,291,251	2,352,883	2,063,249
Library	823,975	843,002	998,494	994,165	948,578
Parks and Recreation	546,246	614,458	696,808	798,100	621,288
Debt service-principal	218,030	223,722	135,320	138,466	127,168
Debt service-interest	18,245	12,553	6,984	3,918	7,180
TOTAL EXPENDITURES	10,329,186	11,178,390	12,857,180	13,109,996	14,366,674
Excess Revenues Over (Under) Expenditures	1,836,515	3,566,675	3,499,575	1,308,179	1,644,278
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of assets	--	--	--	--	160,000
Transfers in	--	44	4,526	--	667,123
Transfers out	(721,561)	(1,491,894)	(1,940,589)	(1,375,310)	(234,060)
TOTAL OTHER FINANCING SOURCES (USES)	(721,561)	(1,491,850)	(1,936,063)	(1,375,310)	593,063
Net Change in Fund Balance	1,114,954	2,074,825	1,563,512	(67,131)	2,237,341
Fund Balance, July 1	4,452,508	5,567,462	7,642,287	9,205,799	9,138,668
Fund Balance, June 30	\$5,567,462	\$7,642,287	\$9,205,799	\$9,138,668	\$11,376,009

Source: City of St. Helena, Audited Financial Statements for Fiscal Years 2016-17 through 2020-21.

General Fund Budgets

General. The City's annual budget serves as the foundation of the City's financial planning and control. Upon adoption of the budget by the City Council, the responsibility of implementing each department's budget lies with each Department Head, with oversight by the Administrative Services Director and ultimate responsibility resting with the City Manager. Department Heads are expected to operate their departments within the appropriations established in the budget.

This budget is arranged by department, fund, and function. The level of budgetary control is established at the fund level. Department Heads may authorize the transfer of appropriations within a department, except transfers: (1) that would purport an increase in the number of regular personnel, and (2) that would decrease appropriations for capital outlay. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund. The City Council has the overriding authority to control the use of revenues and the appropriations of funds and therefor may modify this policy at any time. The total appropriations in any fund may not be increased except by the City Council.

The budget is reviewed and presented to City Council on a quarterly basis with a more extensive mid-year budget review. During the quarterly budget review by City Council, consideration is given to necessary adjustments for new programs, projects, and other adjustments to ensure that expenditures and revenues are in line with the budgeted projections.

A carefully designed system of internal accounting and budgetary controls is used to ensure that revenues and expenditures/expenses are tracked and used as intended. These controls are designed to provide reasonable, but not necessarily absolute, assurance with respect to the reliability of financial and budgetary records for use in the preparation of financial statements, as well as accountability for all City assets. At the end of each fiscal year-end, all operating budget appropriations lapse.

Impact of State Budget on City Finances. In general, the State budget does not have a material impact on the City's annual budgets. Instead, the City relies on local revenue sources, such as property taxes, real property transfer taxes, sales tax, transient occupancy taxes, voter approved parcel taxes, and local business license to fund its operations.

Information about the Fiscal Year 2022-23 adopted State budget and other State budgets is regularly available at various State-maintained websites. An impartial analysis of the budget is posted by the Legislative Analyst Office at www.lao.ca.gov. *The information referred to in this paragraph is prepared by the respective State agency maintaining each website and not by the City or the Underwriter, and the City and the Underwriter take no responsibility for the continued accuracy of the Internet addresses or for the accuracy or timeliness of information posted there, and such information is not incorporated in this Official Statement by these references.*

Estimated Actuals for Fiscal Year 2021-22 and Budget for Fiscal Year 2022-23. The City is projecting Fiscal Year 2021-22 revenue to exceed (and expenses to be below) the approved budget. In March 2020, just prior to the start of Fiscal Year 2020-21, a shelter in place order was mandated by the County to deter the spread of COVID-19. A strict moratorium was placed on construction activity which resulted in a sharp downturn in building permits and related planning fees, as well as a slowdown in home sales. Faced with the uncertainty caused by the burgeoning pandemic and the risk of an economic recession, revenue was budgeted conservatively. Fortunately, the moratorium was lifted and the real estate and construction

markets recovered quickly. In addition, business related taxes did not decline as expected. There were significant declines in recreation related revenues as rental facilities were forced to remain closed all year and programs were scaled back to conform to County health regulations.

The following table shows estimated actuals for Fiscal Year 2021-22 and budgeted amounts for Fiscal Year 2022-23. As noted above, COVID-19 has not had a material adverse impact on the City's finances, to date.

CITY OF ST. HELENA
GENERAL FUND REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCES

	<u>2021-22</u> <u>Budgeted</u>	<u>2021-22</u> <u>Estimated</u>	<u>2022-23</u> <u>Budgeted</u>
<u>REVENUES:</u>			
Property Taxes	5,476,132	5,966,582	5,911,328
Sales Taxes	4,929,200	4,929,200	6,218,148
Transient Occupancy Taxes	3,140,940	3,576,027	3,437,647
Other Taxes	212,930	218,576	335,468
Charges for Service	52,650	78,557	52,650
Fines and Forfeitures	101,362	56,162	98,500
Licenses and Permits	752,941	743,600	752,300
Development Fees	20,325	20,325	10,000
Intergovernmental	57,896	1,062,838	57,605
Interest and Rents	145,293	156,756	63,760
Miscellaneous	781,535	988,326	176,300
Total Revenues	14,894,155	16,813,106	17,110,121
<u>OPERATING TRANSFERS IN</u>			
Tree City Fund Balance			131,666
Recreation			36,050
TID Admin Fees	4,486	4,486	4,999
	4,486	4,486	172,715
Total Income	15,675,690	17,801,432	17,286,421
<u>DEPARTMENTAL EXPENDITURES:</u>			
Administration	2,279,725	2,421,127	2,760,258
Public Works	2,839,918	3,038,725	3,274,390
Planning & Building	1,324,196	1,473,073	1,090,767
Recreation	682,725	687,691	883,926
Library	969,642	995,842	907,815
Police	3,206,609	3,234,230	3,551,435
Fire	1,609,505	1,974,394	2,011,509
<u>NON-DEPARTMENTAL EXPENDITURES:</u>			
Other	2,021,330	2,777,555	3,265,596
Unemployment Insurance		9,730	
Workers Compensation	270,299	225,755	273,745
Liability Insurance	298,144	250,857	361,677
PERS Additional Discretionary Pymt	173,357	173,357	269,243
Total Expenditures and Transfers-out	15,161,260	16,748,147	17,678,171
<u>OPERATING NET INCOME</u>	514,430	1,053,285	(391,750)
<u>CAPITAL TRANSFER-OUT</u>			
Streets Capital	464,189	464,189	514,189
Equipment Replacement Fund	50,000	50,000	458,000
Total Capital Transfers	514,189	514,189	972,189
Net Income after Capital Transfers	241	539,096	(1,363,939)
General Fund Ending Fund Balance	6,160,510	10,415,771	9,051,832

Source: City of St. Helena Finance Department.

City General Fund Revenues

Taxes and other sources of revenue received by the City are listed in the table below, which presents the major revenues of the City's General Fund for the last five fiscal years for

which audited financial statements are available. Certain taxes currently imposed by the City are affected by Proposition 218. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS –Article XIIC and Article XIID of the State Constitution.”

As shown in the table, property taxes represent, by far, the largest source of General Fund revenues to the City for each of the past five fiscal years for which audited financial statements are available.

CITY OF ST. HELENA
Major Revenues by Source – General Fund

REVENUES:	Audited 2016-17	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21
Property taxes	\$4,404,001	\$4,906,266	\$5,345,789	\$5,717,265	\$6,779,703
Sales and use tax	3,421,091	4,456,658	4,964,784	4,540,321	4,738,185
Franchise tax	227,287	238,480	232,570	238,151	210,659
Transient occupancy taxes	2,336,237	2,863,580	3,681,356	2,723,055	1,705,203
Business licenses tax	149,998	153,307	158,269	155,820	149,688
Motor Vehicle In-lieu	4,391	--	2,937	--	--
Investment earnings	(39,655)	9,270	223,664	328,441	112,022
Miscellaneous	25,965	49,902	307,736	233,262	465,184
Transfers in (out)	(144,756)	(800,000)	(881,956)	--	81,541
TOTAL REVENUES	\$10,384,559	\$11,877,463	\$14,035,149	\$13,936,315	\$14,242,185

Source: City of St. Helena Audited Financial Statements for Fiscal Years 2016-17 through 2020-21.

Property Taxes

General. This section describes property tax levy and collection procedures and certain information regarding historical assessed values and major property taxpayers in the City. Property taxes typically represent the largest source of tax revenue to the City. The City has projected to receive \$5,911,328 in property tax revenue for Fiscal Year 2022-23, slightly higher than the estimates for the prior fiscal year. See “ – Assessed Valuation” below. This amount includes: Property Tax Secured, Property Tax Unsecured, ERAF, Prior Year Property Tax, Real Property Transfer Tax, In Lieu VLF, and Homeowner Property Tax.

Property taxes have historically been the primary revenue source affected by voter initiatives and legislative actions. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS” and “BOND OWNERS’ RISKS – Limitations on Taxes and Fees.”

Levy and Collection. Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to

the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

For additional information the levy and collection of property taxes, see the main body of this Official Statement.

Assessed Valuation. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions. Future assessed valuation growth allowed under Article XIII A of the State Constitution (new construction, certain changes of ownership, 2% inflation) will be allocated on based on "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Assessed Valuation History. Table 1, in the main body of this Official Statement, shows a history of the City's assessed valuation. Since 1993, there are only 5 instances where property tax declined. Over the past 30 years, the average property tax growth is 7% annually. The City's Long Range Financial Forecast accounts for minimal growth in property tax over the next 10 years.

Major Property Taxpayers. Table 5, in the main body of this Official Statement, shows the principal property taxpayers in the City as determined by their secured assessed valuations in Fiscal Year 2022-23.

Business and Sales Taxes

Because the City is primarily residential, business and sales taxes are combined for budgeting purposes. Business taxes consist of business license charges. Business licenses have been relatively stable over the past several years while sales taxes have been increasing an average of 6% per year. This category is being budgeted for Fiscal Year 2022-23 at \$6,218,148, an increase of \$293,815 or 5%, from the prior fiscal year adjusted budget for this category.

This section describes the current system for levying, collecting and distributing sales and use tax revenues in the State of California.

Sales Tax Rates. The City receives a percentage of taxable sales in the City (minus certain administrative costs imposed by the Department of Tax and Fee Administration) pursuant

to the Bradley-Burns Uniform Local Sales and Use Tax (the “**Sales Tax Law**”), as shown below. Currently, taxable transactions in the City are subject to the following sales and use tax, of which the City’s share is only a portion. The State collects and administers the tax, and makes distributions on taxes collected within the City, as follows:

**CITY OF ST. HELENA
Sales Tax Rates
As of September 1, 2022**

<u>Component</u>	<u>Rate</u>
State-Wide Tax Rate	7.25%
Napa Valley Transportation Authority (NVTa)	0.50
City of St. Helena Transactions and Use Tax (SHGT) ⁽¹⁾	0.50
Total City of St. Helena Tax Rate	8.25%

⁽¹⁾ In 2017 voters passed Measure D – a half cent sales tax (no sunset date). It is anticipated the City will receive \$2.3 million in Fiscal Year 2023 from this sales tax measure.

Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State of California. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State of California where the use will occur within the State of California.

Certain transactions are exempt from the State sales tax, including sales of the following products:

- food products for home consumption;
- prescription medicine;
- newspapers and periodicals;
- edible livestock and their feed;
- seed and fertilizer used in raising food for human consumption; and
- gas, electricity and water when delivered to consumers through mains, lines and pipes.

This is not an exhaustive list of exempt transactions. A comprehensive list can be found on the Department of Tax and Fee Administration’s website at <http://www.boe.ca.gov/>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (CDTFA). Under the Sales and Use Tax Law, all sales and use taxes collected by the Department of Tax and Fee Administration under a contract with any city, city and county, redevelopment agency, or county are required to be transmitted by the CDTFA to such city, city and county, redevelopment agency, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the Department of Tax and Fee Administration projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the Department of Tax and Fee Administration's quarterly projection. During the last month of each quarter, the Department of Tax and Fee Administration adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

According to the CDTFA, it distributes quarterly tax revenues to cities, counties and special districts using the following method:

Using the prior year's like quarterly tax allocation as a starting point, the Department of Tax and Fee Administration first eliminates nonrecurring transactions such as fund transfers, audit payments and refunds, and then adjusts for growth, in order to establish the estimated base amount. The Department of Tax and Fee Administration disburses 90% to each local jurisdiction in three monthly installments (advances) prior to the final computation of the quarter's actual receipts. Ten percent is withheld as a reserve against unexpected occurrences that can affect tax collections (such as earthquakes, fire or other natural disaster) or distributions of revenue such as unusually large refunds or negative fund transfers. The first and second advances each represent 30% of the 90% distribution, while the third advance represents 40%. One advance payment is made each month, and the quarterly reconciliation payment (clean-up) is distributed in conjunction with the first advance for the subsequent quarter. Statements showing total collections, administrative costs, prior advances and the current advance are provided with each quarterly clean-up payment.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Historical Composition of Sales Tax Revenue. A historical summary of sales tax composition by category is shown in the following table. Total taxable sales in the City during the first quarter of 2022 were reported to be \$68,441,678, a 25.16% increase over the total taxable sales of \$54,681,491 reported during the first quarter of 2021.

**CITY OF ST. HELENA
TAXABLE TRANSACTIONS
(Figures in Thousands)**

	2017	2018	2019	2020	2021
Auto Dealers, Auto Supplies	\$16,350	\$15,689	\$17,642	\$9,953	\$9,948
Home Furnishings and Appliances	7,055	7,568	7,748	9,352	9,352
Bldg. Materials, Farm Implements	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾
Food Stores	20,259	20,879	20,873	22,365	22,392
Gas/Service Stations	__ ⁽¹⁾	9,562	8,894	__ ⁽¹⁾	__ ⁽¹⁾
Apparel Stores	9,912	9,350	9,427	13,644	13,646
Gen. Merchandise Stores	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾	__ ⁽¹⁾
Eating and Drinking Places	49,996	54,604	57,102	58,705	58,801
Other Retail Stores	59,489	62,350	43,991	63,056	63,114
Total Retail and Food Services	163,062	180,000	165,678	177,075	177,254
All Other Outlets	<u>95,815</u>	<u>90,612</u>	<u>97,170</u>	<u>89,708</u>	<u>89,902</u>
TOTAL ALL OUTLETS	<u>\$258,877</u>	<u>\$270,613</u>	<u>\$262,848</u>	<u>\$266,783</u>	<u>\$267,155</u>

(1) Sales omitted because their publication would result in the disclosure of confidential information.

Source: State Department of Tax and Fee Administration.

Transient Occupancy Taxes

The City has a tax rate of 13% on all overnight stays when occupying a room, rooms, or other living space in a hotel, inn, tourist home or house, motel, or other lodging if the stay is for a period of 31 days or less. The tax is paid by the guests staying at these accommodations. One percent of the tax is dedicated to affordable housing. Due to impacts from the COVID-19 pandemic health orders that caused rapidly diminishing occupancy beginning in March 2020, Transient Occupancy Tax remains the most volatile of the City's primary General Fund revenue sources.

Fiscal Year 2022 TOT revenues experienced a 184% increase from Fiscal Year 2021. While the increase was above projections, the City is maintaining a conservative budgeting stance in FY 23 with the estimated revenues at 4% above Fiscal Year 2019 (pre-pandemic). With the return of international travel, the City (as well as the County) are being cautious in projections.

April 2017 marked the opening of Las Alcobas – a luxury, high-end hotel. During 2020, the hotel was sold to Marriott and reopened as Alila, a luxury resort which is continuing the trend of high TOT revenues.

The City has approved a development agreement for the "Farmstead" project, planned for 65 Rooms. This project is anticipated to be generating TOT revenues in 2027 and additional property tax in Fiscal Year 2028.

Other Revenue

Business License Tax. This revenue is generated by a license tax paid by all businesses operating within the City. With revenues remaining steady during the current fiscal year, no increase is projected for Fiscal Year 2021- 22.

Building & Planning Revenue. This category includes revenues for Building Permits, Building Inspection and Administrative Fees, Planning Application and Permit Fees, and Short-Term Rental Permit Fees.

Employee Relations

There are approximately 92 FTE employees of the City, represented by formal labor organizations and not represented groups, as shown in the table below. The City has never experienced a work stoppage and believes its relationship with its employees is good.

CITY OF ST. HELENA Employees and Contract Expiration Dates

Labor Group	Number of Employees	Contract Expiration Date
St. Helena Police Officers Association (represented)	18.75	June 30, 2025
St. Helena Firefighters (non-represented)	8	June 30, 2022
St. Helena Employee Association (represented)	37	June 30, 2025
Mid Managers and Department Heads (non-represented)	18	June 30, 2025
Part-time (non-represented)	10.25	
Total	92	

Source: City of St. Helena.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City carries insurance. The City is a member of the California Intergovernmental Risk Authority (CIRA), a joint powers authority, which provides joint protection programs for public entities covering automobile, general liability, errors and omission losses, property, and workers' compensation claims. Under the program, the City has a \$10,000 general liability retention limit similar to a deductible with the Fund being responsible for losses above that amount up to \$500,000. The Fund carries excess liability coverage to a total of \$39.5 million in excess of its \$500,000 retention limit per occurrence through the California Joint Powers Risk Management Authority and its excess insurers.

The Fund covers workers' compensation claims up to its self-insurance limit of \$1 million. A purchased excess policy insures the Fund for an additional \$1 million to provide aggregate coverage of up to \$2 million per claim. The City pays an annual premium to the Fund; the City may share in any surplus revenues or may be required to pay additional assessments based upon the Fund's operating results. The Fund also provides property coverage up to \$300 million per occurrence for its members.

The City paid no material uninsured losses during the 2020-21 fiscal year. Financial statements of the Fund may be obtained from its administrative offices located at 414 W. Napa Street Sonoma, California 95476.

See Note 3 in the City's Fiscal Year 2020-21 audited financial statements, which are attached to this Official Statement as APPENDIX B, for additional information about the City's risk management practices.

Employee Retirement System

This caption contains certain information relating to California Public Employees' Retirement System ("CalPERS"). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.

The audited financial statements of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. Neither the City nor the Underwriter can guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

Plan Description. All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (the "**Plan**") administered by CalPERS. The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety

risk pools. The City sponsors eight rate plans (three miscellaneous and five safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the Plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

Benefits Provided. The Plan is a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. A full description of the Plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2019 Annual Actuarial Valuation Report.

A summary of the City's benefit formulas as of June 30, 2021 is provided below:

	Miscellaneous		
Hire Date	Prior to Dec. 18, 2012	On or After Dec. 18, 2012	On or after Jan. 1, 2013
Benefit formula	2.0% @ 55	2.0% @ 60	2.0% @ 62
Benefit vesting schedule	5 years of service	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	55	60	62
Monthly benefits, as a % of eligible compensation	(1)	(1)	(1)
Required employee contribution rates	7.000%	7.000%	6.750%
Required employer contribution rates*	10.221% + \$646,074	8.081% + \$3,758	6.985% + \$11,627

	Safety (Police)		
Hire Date	Prior to Jan. 16, 2012	On or after Jan. 16, 2012	On or after Jan. 1, 2013
Benefit formula	3.0% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years of service	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	55	57
Monthly benefits, as a % of eligible compensation	(1)	(1)	(1)
Required employee contribution rates	9.000%	9.000%	12.000%
Required employer contribution rates*	21.927% + \$272,257	20.073% + \$2,243	13.034% + \$1,402

	Safety (Fire)	
Hire Date	Prior to Jan. 1, 2013	On or after Jan. 1, 2013
Benefit formula	1/2% @ 55	2.0% @ 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	57
Monthly benefits, as a % of eligible compensation	(1)	(1)
Required employee contribution rates	10.1%	10.0%
Required employer contribution rates*	10.363% + \$1,208	10.216% + \$1,634

(1) Depending on years of service.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the fiscal year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded accrued liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded accrued liability was \$1,572,311 in fiscal year 2021. The City's contributions to the Plan for the fiscal year ended June 30, 2021, were \$1,572,311. See "– Recent Actions Taken by CalPERS" below.

Actions Taken by CalPERS Related to Discount Rate and Other Assumptions. In 2013, the CalPERS' Board of Administration (the "**Board of Administration**") approved a recommendation to change the CalPERS amortization and smoothing policies. In 2018, the Board of Administration voted to shorten the period over which CalPERS will amortize actuarial gains and losses from 30 years to 20 years for new pension liabilities. In 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. In 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In 2016, the Board of Administration voted to lower its discount rate for local agencies per the following schedule:

<u>Fiscal Year</u>	<u>Discount Rate</u>
2018-19	7.375%
2019-20	7.250
2020-21	7.000

On July 12, 2021, CalPERS announced it had achieved a preliminary investment return of 21.3% for the 12-month period ending June 30, 2021. Under the Funding Risk Mitigation Policy approved by the CalPERS Board of Administration in 2015, the double-digit return triggered a November 2021 reduction in the discount rate from 7.00% to 6.80%.

Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under PEPRA will also see their contribution rates rise. PEPRA included certain other provisions to try to minimize pension costs for covered employees. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current

unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

Fiscal Year 2020-21 investment returns and changes to the discount rate and other assumptions, including demographic changes, will be reported on the June 30, 2021 CalPERS actuarial reports. These changes, including the newly determined discount rate, will be reflected in contribution levels for cities, counties, and special districts in Fiscal Year 2023-24.

Net Pension Liability. As of June 30, 2021, the City reported a liability of \$12,719,254 for its proportionate share of the net pension liability. The City's net pension liability for the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019, rolled forward to June 30, 2020, using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the Plan relative to the projected contributions of all participating employers, actuarially determined. For additional details see Note 2 in APPENDIX B.

Pension Expense. For the fiscal year ended June 30, 2021, the City recognized pension expense of \$2,121,565.

No Other Post-Employment Benefits (OPEB)

The City does not offer OPEB.

Long-Term Obligations

The following is a summary of long-term liability activity for the fiscal year ended June 30, 2021.

<u>Governmental Activities</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Compensated Absences	\$758,234	\$163,072	\$125,570	\$795,736	\$54,375
Claims	140,917	23,305	53,543	110,679	55,937
Net Pension Liability	8,999,898	470,947	--	9,470,845	--
Direct Borrowings:					
Capital Leases	336,118	--	127,168	208,950	58,222
Reimbursement Agreement	30,740	--	--	30,740	--
Total	\$10,265,907	\$657,324	\$306,281	\$10,616,950	\$168,534

Investment Policies and Procedures

The City invests its funds in accordance with the City's Investment Policy (the "**Investment Policy**"), which is subject to annual review and approval by the City Council. The purpose of the Investment Policy is to establish the investment goals of safety, liquidity, and yield (in that order). The Investment Policy complies with the provisions of the California Government Code, Sections 53600 through 53659 (the authority governing investments for municipal governments in the State). The Investment Policy limits the City to investments authorized by State law (Sections 53601 et seq). In addition, the Investment Policy establishes further guidelines.

It is the policy of the City to invest public funds in a prudent manner which will provide the highest yield consistent with the maximum security and preservation of invested principal, while

meeting the daily cash flow demands of the City, and conforming to all applicable federal, state and local statutes governing the investment of public funds.

Construction Activity

Provided below are the building permits and valuations for the City of St. Helena for calendar years 2017 through 2021.

CITY OF ST. HELENA Total Building Permit Valuations (Valuations in Thousands)					
Permit Valuation	2017	2018	2019	2020	2021
New Single-family	\$6,721.5	\$6,888.3	\$10,970.1	\$6,397.0	\$4,825.7
New Multi-family	1,387.0	1,600.0	0.0	0.0	0.0
Res. Alterations/Additions	<u>8,658.0</u>	<u>5,848.1</u>	<u>6,425.7</u>	<u>2,927.3</u>	<u>12,545.8</u>
Total Residential	16,766.5	14,336.4	17,395.8	9,324.3	17,371.5
New Commercial	4,026.7	4,747.5	3,277.8	3,794.5	949.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	1,250.6	7,861.8	815.2	694.4	1,663.2
Com. Alterations/Additions	<u>1,938.0</u>	<u>4,822.0</u>	<u>1,899.7</u>	<u>1,876.0</u>	<u>3,802.0</u>
Total Nonresidential	7,215.3	17,431.3	5,992.7	6,364.9	6,414.8
New Dwelling Units					
Single Family	13	11	20	9	14
Multiple Family	<u>8</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	21	19	20	9	14

Source: Construction Industry Research Board, Building

Employment

The City is included in the Napa Metropolitan Statistical Area (“MSA”). The unemployment rate in the Napa County was 2.6 percent in July 2022, down from a revised 2.7 percent in June 2022, and below the year-ago estimate of 5.9 percent. This compares with an unadjusted unemployment rate of 3.9 percent for California and 3.8 percent for the nation during the same period.

The table below list employment by industry group for Napa Metropolitan Statistical Area MSA for the years 2017 to 2021.

NAPA METROPOLITAN STATISTICAL AREA MSA
(Napa County)
Annual Averages Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2021 Benchmark)

	2017	2018	2019	2020	2021
Civilian Labor Force ⁽¹⁾	73,200	73,800	73,300	68,800	68,400
Employment	70,500	71,600	71,200	62,600	64,300
Unemployment	2,700	2,200	2,100	6,200	4,100
Unemployment Rate	3.7%	3.0%	2.9%	9.0%	6.0%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	5,000	5,100	5,200	5,000	5,300
Mining, Logging and Construction	4,200	4,700	4,700	4,100	4,500
Manufacturing	12,700	13,200	13,700	12,800	13,200
Wholesale Trade	1,700	1,800	1,800	1,600	1,500
Retail Trade	6,400	6,300	6,400	6,200	6,200
Transportation, Warehousing, Utilities	2,000	2,100	2,100	1,800	2,000
Information	400	400	300	200	300
Financial Activities	2,300	2,200	2,300	2,100	2,100
Professional and Business Services	6,800	7,200	7,200	6,700	6,600
Educational and Health Services	10,100	10,100	10,300	9,900	9,900
Leisure and Hospitality	13,100	13,500	13,700	9,100	10,200
Other Services	2,200	2,100	2,100	1,700	1,800
Federal Government	200	200	200	200	200
State Government	3,500	3,600	3,600	3,600	3,600
Local Government	6,800	6,700	6,400	5,900	5,600
Total, All Industries ⁽³⁾	77,300	79,300	79,900	70,800	72,900

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers (County)

As a largely residential community, there are no significant employers located within the City. The table below lists the major employers in the County, listed alphabetically.

**NAPA COUNTY
Major Employers
(August 2022)**

Employer Name	Location	Industry
Adventist Health St Helena	St Helena	Hospitals
Allied Universal	Napa	Security Guard & Patrol Service
California Odd Fellows	Napa	Retirement Communities & Homes
Domaine Chandon	Yountville	Wineries (mfrs)
Duckhorn Portfolio Inc	St Helena	Wineries (mfrs)
Health & Human Svc	Napa	Health & Welfare Agencies
Mccarthy Library	St Helena	Libraries-Public
Meadows of Napa Valley Retire	Napa	Non-Profit Organizations
Meritage Resort & Spa	Napa	Resorts
Napa County & Community School	Napa	Schools
Napa County Public Works	Napa	Government Offices-County
Napa State Hospital	Napa	Hospitals
Napa Valley College	Napa	Junior-Community College-Tech Institutes
Pavilion-Vintage Estate	Yountville	Wedding Chapels
Restaurant At Auberge Du SII	Rutherford	Resorts
Robert Mondavi Winery	Oakville	Vineyards
Silverado Resort-Spa Dolce	Napa	Hotels & Motels
Solage	Calistoga	Resorts
Sutter Home Winery	St Helena	Exporters (whls)
Syar Industries	Napa	Sand & Gravel (whls)
Trinchero Family Estates	St Helena	Wineries (mfrs)
Veteran's Home of California	Yountville	Government-Specialty Hosp Ex Psychiatric
Veterans Home	Yountville	Veterans' & Military Organizations
Walmart Supercenter	Napa	Department Stores
Westin Verasa Napa	Napa	Hotels & Motels

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2022 2nd Edition.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City of St. Helena, the County of Napa, the State and the United States for the period 2018 through 2022.

**CITY OF ST. HELENA, COUNTY OF NAPA,
STATE OF CALIFORNIA AND UNITED STATES
Effective Buying Income
2018 through 2022**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	City of St. Helena	\$266,619	\$77,602
	Napa County	4,874,841	69,144
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of St. Helena	\$263,077	\$74,921
	Napa County	4,881,780	70,710
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of St. Helena	\$266,657	\$79,019
	Napa County	2,701,513	73,719
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of St. Helena	\$259,604	\$72,840
	Napa County	4,934,709	75,241
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of St. Helena	\$322,823	\$88,542
	Napa County	5,853,719	87,550
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: The Nielsen Company (US), Inc for 2018; Claritas, LLC for 2019 through 2022.

APPENDIX B

AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

_____, 2022

City Council
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

OPINION: \$ _____ City of St. Helena (Napa County, California) 2022 General
Obligation Bonds _____

Members of the City Council:

We have acted as bond counsel to the City of St. Helena (the “City”) in connection with the issuance by the City of the above-captioned general obligation bonds (the “Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we deem necessary to render this opinion.

The Bonds are being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 (the "Bond Law"), and a resolution adopted by the City Council of the City on _____, 2022 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is a duly created and validly existing general law city and municipal corporation with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Bonds.
2. The Resolution has been duly adopted by the City Council and constitutes a valid and binding obligation of City, enforceable against the City in accordance with its terms.
3. The Bonds have been duly authorized and executed by City, and are valid and binding general obligations of City.
4. The City is obligated and authorized under the laws of the State of California to levy ad valorem taxes, without limit as to rate or amount (except with respect to certain personal

property that is taxable at limited rates), upon the taxable property in the City for the payment when due of the principal of and interest on the Bonds.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however that for tax years beginning after December 31, 2022, interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

\$ _____
CITY OF ST. HELENA
(County of Napa, California)
2022 General Obligation Bonds

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of St. Helena (the “City”) in connection with the issuance of the above-captioned bonds (the “Bonds”). The Bonds are being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 (the “Bond Law”), and a resolution adopted by the City Council of the City on _____, 2022 (the “Bond Resolution”).

The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above, in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than April 1 after the end of each fiscal year of the City (currently June 30th).

“*Dissemination Agent*” means BLX Group LLC, or any other Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the City in connection with the issuance of the Bonds.

“*Participating Underwriter*” means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2023 with the report for the 2021-22 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall, in a timely manner, provide (or cause the Dissemination Agent to provide) a notice of late filing to the MSRB, in an electronic format, as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement:

- (i) Assessed value of taxable property within the City;
- (ii) Top ten property tax assessees for current fiscal year, and their respective secured property assessed values, but only if the City's general obligation bond collections are not included on the County's Teeter Plan;
- (iii) property tax levies, collections and delinquencies, but only if the City's general obligation bond collections are not included on the County's Teeter Plan; and
- (iv) Amount of all general obligation debt of the City outstanding, and total scheduled debt service on such general obligation debt.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City.
- (13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Bond Resolution.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if the City has received an opinion of counsel knowledgeable in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information

provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2021

CITY OF ST. HELENA

By: _____
City Manager

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the City nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or redemption premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to

those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from City or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of City or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to City or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that City believes to be reliable, but City takes no responsibility for the accuracy thereof.

Good Faith Estimates

California Government Code Section 5852.1 requires that the Council shall obtain and disclose in a meeting open to the public specified information obtained as good faith estimates from an underwriter or municipal advisor prior to authorization of the issuance of the City of St. Helena, 2022 General Obligation Bonds (the "2022 Bonds"). The Council receives such information from the Municipal Advisor as set forth below:

Name of Municipal Advisor: Del Rio Advisors, LLC

City Council Meeting Date: October 25, 2022

Name of Issue: City of St. Helena, 2022 General Obligation Bonds

The Municipal Advisor has provided to the City the following required good faith estimates relating to the 2022 Bonds:

- (1) The true interest cost of the 2022 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds: 4.49301%.
- (2) The finance charges for the 2022 Bonds, which means the sum of all fees and charges paid to third parties: \$185,000 of estimated fixed costs plus \$52,550 as an estimated underwriter's discount for a total of: \$237,550.
- (3) The amount of proceeds received by the public body for sale of the 2022 Bonds less the finance charge of the 2022 Bonds described in subparagraph (2) and less any reserves or capitalized interest paid or funded with proceeds of the 2022 Bonds: \$5,255,000.00.
- (4) The total payment amount, which means the sum total of all payments the public body will make to pay debt service on the 2022 Bonds plus the finance charge of the 2022 Bonds described in subparagraph (2) not paid with the proceeds of the 2022 Bonds (which total payment amount is calculated to the final maturity of the Bond): \$10,390,529.03.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2022 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the 2022 Bonds and the actual amortization of the 2022 Bonds will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

City of St. Helena 2022 General Obligation Bonds



City Council October 25, 2022

Legislative Process

- January 24 and January 31, 2022:
 - Public meetings held discussing a potential general obligation bond measure for critical infrastructure
- February 8, 2022: City Council adopted Resolution No. 2022-11
 - Determining the necessity to incur bonded indebtedness to finance municipal improvement projects of the City
- February 22, 2022: City Council adopted Ordinance No. 2022-3
 - Ordering the submission to the voters of the City a proposition authorizing bonded indebtedness
- June 7, 2022: Election which included Measure H
 - Measure H passed by more than two-thirds vote

2022 General Obligation Bonds

- Currently anticipated to be sold via public offering in a competitive sale pursuant to the Official Notice of Sale
- Sale date: November 15, 2022
- Closing date: November 30, 2022
- Bond rating: AA+
- The bonds will be sold at a premium which will be used to pay for the costs of issuance, underwriter's discount and the first year of debt service (until the bonds can be placed on the tax roll in July / August 2023)

Item	Amount
Estimated Principal Amount	\$5,255,000
Estimated Project Fund	\$5,255,000
Estimated Costs of Issuance	\$185,000
Estimated Underwriter's Discount	\$52,550
Estimated Total Interest	\$5,135,529.03
Estimated Total Debt Service	\$10,390,529.03
"All-In" True Interest Cost	4.77581%
Estimated Average Tax Rate	\$5.17
Estimated Maximum Tax Rate	\$11.10

Estimated Costs of Issuance

Role	Party	Amount
Bond Counsel	Jones Hall	60,000.00
Bond Counsel Expenses (NTE)	Jones Hall	1,500.00
Disclosure Counsel	Jones Hall	40,000.00
Municipal Advisor	Del Rio Advisors, LLC	42,500.00
Municipal Advisor (Competitive Sale)	Del Rio Advisors, LLC	5,000.00
Municipal Advisor Expenses (NTE)	Del Rio Advisors, LLC	750.00
Rating Fee	Standard & Poor's Corporation	16,250.00
Paying Agent (Acceptance Fee)	U.S. Bank	500.00
Paying Agent (Annual Fee)	U.S. Bank	750.00
Paying Agent (Costs of Issuance)	U.S. Bank	600.00
Printing of Official Statement	TBD	7,500.00
Continuing Disclosure Review	DAC	1,500.00
Notice of Intent Publication	Bond Buyer	1,500.00
CUSIP Service Bureau	Del Rio Advisors, LLC	1,500.00
Rounding Adjustment / Miscellaneous	Misc.	5,150.00
Total Estimated Costs		\$185,000.00

In addition, the underwriter that purchases the 2022 Bonds in the competitive sale will propose an underwriter's discount as their compensation for underwriting (purchasing) the 2022 Bonds. This amount will not exceed 1.00% of the principal amount of the 2022 Bonds or \$52,550.

Financing Team

- City Staff
- Bond / Disclosure Counsel: Jones Hall
- Municipal Advisor: Del Rio Advisors, LLC
- Escrow Agent: U.S. Bank Trust Company, N.A.

Documents for Review and Approval

- Resolution of Issuance
- Official Notice of Sale
- Official Statement

Recommendation

Approve a resolution authorizing the issuance and sale of general obligation bonds (the “2022 Bonds”) in an estimated principal amount of \$5,255,000 and a not-to-exceed amount of \$6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

Questions / Discussion