



City of St. Helena
Regular City Council Meeting
Tuesday, December 13, 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/>.

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1. CALL TO ORDER
2. ROLL CALL
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive

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

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

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

7. CONSENT ITEMS

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

- 7.1. Conduct second reading and proposed adoption 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.

7 - 93

CEQA Determination: Exempt

Prepared By: Philip Henry, Chief Building Official

Recommendation:

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

Conduct second reading and adopt 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](#)

- 7.2. Consideration and proposed approval of a resolution duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes revised salary schedules for the St. Helena Employees Association, Police Officers Association, Part-time Casual Worker I/II classifications, and members of the Unrepresented Compensation Program.

95 - 109

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 7.3. Recommended approval of a resolution authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study in the amount of \$45,000 for a total contract not to exceed amount of \$191,310 and a budget increase to 561-43-00-21-45 in the amount of \$22,500 utilizing water enterprise fund

111 - 131

balance and a budget increase to 571-43-00-21-45 in the amount of \$22,500 utilizing wastewater enterprise fund balance.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends adoption of the attached resolution.

[Staff Report - Pdf](#)

- 7.4. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY2023-002 in the amount of \$41,200 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$116,200. 133 - 179

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Adopt the attached resolution.

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- 7.5. Approval of a Resolution Identifying and Authorizing the Source of Funding for the Second Installment Payment to Hall Vineland, LLC and Hall Vista, LLC per the Terms of the Settlement Agreement. Specifically, (1) a Budget Increase of \$100,000 to the Water Operations Fund (Fund 561) and (2) authorize use of the Water Operations Fund Balance (Fund 561) of the Same. 181 - 184

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Approve the attached resolution.

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- 7.6. November 2022 Review and Forecasting of City Water Supply Availability 185 - 190

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

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- 7.7. Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 8, 2022 St. Helena General Municipal Election 191 - 196

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Adopt the resolution accepting the certification of the vote for Mayor and Council Members.

[Staff Report - Pdf](#)

8. NEW BUSINESS

- 8.1. Oath of Office administered by City Clerk Cindy Tzaopoulos to Mayor-Elect Paul Dohring, Council Member-Elect Anna Chouteau and Council Member-Elect Billy Summers
(A brief recess for the City Clerk to reorganize the dais)
- 8.2. New Mayor and Council Members are seated
- 8.3. Recognition of Outgoing Mayor Geoff Ellsworth 197
(A recess in recognition of outgoing Mayor Geoff Ellsworth will be held.)
[Public Comment.Bobbi Monnette](#)
- 8.4. Consideration of the Vice Mayor Nomination Made by the Mayor and Requiring Council Approval 199 - 205
[Public Comment.Alexandra Allen](#)
[Public Comment.Gillian Casey](#)
[Public Comment.Loraine Stuart](#)
[Public Comment.Molly Bjorkman](#)
9. ADJOURNMENT
The next Regular City Council meeting is scheduled for January 10, 2023, 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 December 9, 2022.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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



Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Conduct second reading and proposed adoption 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: Anil Comelo, City Manager

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.

The first reading was conducted as a public hearing item and approved by the City Council at the October 25, 2022 regular City Council meeting. The Council also adopted a resolution to amend the residential gate code.

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:

Conduct second reading and adopt 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~~69**2022** Chapter 1
Administration —Adopted
- 15.08.020** California Building Standards Code ~~2013~~69**2022** Chapter 1
Administration—Amendments
- 15.08.030** Section 116, California Building Standards Code ~~2013~~69**2022**
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~~69**2022** 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~~69**2022** 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 ~~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 2022~~1369~~ 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 - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes revised salary schedules for the St. Helena Employees Association, Police Officers Association, Part-time Casual Worker I/II classifications, and members of the Unrepresented Compensation Program.

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

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each position.
- Indicates the time base for each pay rate.

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively

impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

DISCUSSION

Equity Adjustments

In accordance with the ratified St. Helena Employees Association and Police Officers Association Memorandum of Understandings (MOUs), and Unrepresented Compensation Program effective July 1, 2022 – June 30, 2025, the attached updated Salary Schedules reflects the equity adjustment of a maximum of two percent (2%) base salary increase for the following classifications effective January 1, 2023:

St. Helena Employee's Association:

Classification	Equity Adjustment
Plant Operator in Training	2.0%
Permit Technician I - Planning/Building	1.5%
Librarian I	1.6%
Permit Technician II - Planning/Building	1.5%
Environmental Services Technician I	2.0%
Plant Operator I	2.0%
Librarian II	1.6%
Permit Technician III - Planning/Building	1.5%
Environmental Services Technician II	2.0%
Plant Operator II - Water/Wastewater	2.0%
Senior Librarian	1.6%
Plant Operator III - Water/Wastewater	1.8%
Fire Inspector	2.0%
Chief Plant Operator - Water/Wastewater	2.0%

Police Officers Association:

Classification	Equity Adjustment
Dispatcher	2.0%
Dispatch Supervisor	2.0%
Police Officer Trainee	2.0%
Police Officer	2.0%
Sergeant	2.0%

Unrepresented Compensation Program:

Classification	Equity Adjustment
Lieutenant	2.0%
Assistant Administrative Services Director	2.0%
Parks & Recreation Director	2.0%
Fire Chief	2.0%
Police Chief	2.0%

Although these salary adjustments were approved through the ratification of the MOUs and Unrepresented Compensation Program, a separate action approving the salary schedule is required by CalPERS which mandates the City adopt a publicly available pay schedule each time salaries are adjusted (California Code of Regulations §570.5). Adjusted salary schedules are included in Attachment A, Attachment B, Attachment C, and Attachment D.

Part-time Casual Worker I/II Classifications

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

On January 1, 2023, the California minimum wage will increase from \$15.00 per hour to \$15.50 per hour. As a result of the minimum wage increase the classification of Casual Work I and Casual Worker II were identified as having a pay step that is below the new minimum wage requirement, as shown below:

Position	Timebase	Step A	Step B	Step C	Step D	Step E
Casual Worker I	Hourly	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
Casual Worker II	Hourly	\$15.34	\$16.11	\$16.91	\$17.76	\$18.65

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

Position	Timebase	Step A	Step B	Step C	Step D	Step E
Casual Worker I	Hourly	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84
Casual Worker II	Hourly	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78

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

FISCAL IMPACT

Funding for the salary adjustments were accounted for upon approval of the MOUs, Unrepresented compensation program, and Fiscal Year 2022-23 Operating Budget. Therefore, no additional appropriation of funds is needed.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution.

ATTACHMENTS

[Resolution FY23 Updated Schedules](#)

[Attachment A - FY22-23 Salary Schedule St Helena Employees Association effective 2023.01.01](#)

[Attachment B - FY22-23 Salary Schedule Police Officers Association effective 2023.01.01](#)

[Attachment C - FY22-23 Salary Schedule Mid-Managers effective 2023.01.01](#)

[Attachment D - FY22-23 Salary Schedule Executive effective 2023.01.01](#)

[Attachment E - FY22-23 Salary Schedule Part-time and Elected Official effective 2023.01.01](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-__

Duly adopting and approving publicly available pay schedule for Executive Management – Department Heads in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes revised salary schedules for the St. Helena Employees Association, Police Officers Association, St. Helena Professional Firefighters Association, Part-time Casual Worker I/II classifications, and members of the Unrepresented Compensation Program.

RECITALS

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. During negotiations with the various bargaining units the City Council authorized up to a 2% Equity Adjustment on January 1, 2023 for qualified positions; and
- D. Effective January 1, 2023, the California minimum wage will increase from \$15.00 per hour to \$15.50 per hour. As a result of the minimum wage increase the classification of Casual Work I and Casual Worker II were identified as having a pay step that is below the new minimum wage requirement.

RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedules as follows:
 - a. Attachment A – St. Helena Employees Association
 - b. Attachment B – St. Helena Police Officers Association
 - c. Attachment C – Mid-Management Exempt
 - d. Attachment D - Executive Management – Department Heads
 - e. Attachment E – Casual Workers (part-time) and Elected Officials

are hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and

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

Approved at a Regular Meeting of the St. Helena City Council on December 13, 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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
Approved and Adopted December 13, 2022
 Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023
FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Office Assistant	Annual	48,194	50,604	53,134	55,791	58,580
	Monthly	4,016	4,217	4,428	4,649	4,882
	Hourly	23.17	24.33	25.55	26.82	28.16
Library Associate I	Annual	49,093	51,547	54,124	56,831	59,672
	Monthly	4,091	4,296	4,510	4,736	4,973
	Hourly	23.60	24.78	26.02	27.32	28.69
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	53,502	56,177	58,986	61,935	65,032
	Monthly	4,459	4,681	4,915	5,161	5,419
	Hourly	25.72	27.01	28.36	29.78	31.27
Library Associate II	Annual	54,027	56,728	59,565	62,543	65,670
	Monthly	4,502	4,727	4,964	5,212	5,473
	Hourly	25.97	27.27	28.64	30.07	31.57
Maintenance Worker I - Utilities	Annual	55,678	58,462	61,385	64,454	67,677
	Monthly	4,640	4,872	5,115	5,371	5,640
	Hourly	26.77	28.11	29.51	30.99	32.54
Plant Operator in Training	Annual	57,281	60,145	63,152	66,310	69,626
	Monthly	4,773	5,012	5,263	5,526	5,802
	Hourly	27.54	28.92	30.36	31.88	33.47
Permit Technician I Planning; Building	Annual	57,348	60,215	63,226	66,387	69,706
	Monthly	4,779	5,018	5,269	5,532	5,809
	Hourly	27.57	28.95	30.40	31.92	33.51
Accounting Technician I	Annual	57,613	60,494	63,518	66,694	70,029
	Monthly	4,801	5,041	5,293	5,558	5,836
	Hourly	27.70	29.08	30.54	32.06	33.67
Administrative Assistant	Annual	57,831	60,723	63,759	66,947	70,294
	Monthly	4,819	5,060	5,313	5,579	5,858
	Hourly	27.80	29.19	30.65	32.19	33.80
Maintenance Worker II Buildings & Streets; Parks & Trees	Annual	58,850	61,793	64,882	68,126	71,533
	Monthly	4,904	5,149	5,407	5,677	5,961
	Hourly	28.29	29.71	31.19	32.75	34.39
Senior Library Associate	Annual	59,403	62,373	65,492	68,766	72,205
	Monthly	4,950	5,198	5,458	5,731	6,017
	Hourly	28.56	29.99	31.49	33.06	34.71
Maintenance Worker II - Utilities	Annual	61,251	64,314	67,529	70,906	74,451
	Monthly	5,104	5,359	5,627	5,909	6,204
	Hourly	29.45	30.92	32.47	34.09	35.79
Librarian I	Annual	61,661	64,744	67,981	71,380	74,949
	Monthly	5,138	5,395	5,665	5,948	6,246
	Hourly	29.64	31.13	32.68	34.32	36.03

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Administrative Records Assistant	Annual	62,353	65,471	68,744	72,181	75,790
	Monthly	5,196	5,456	5,729	6,015	6,316
	Hourly	29.98	31.48	33.05	34.70	36.44
Permit Technician II Planning; Building	Annual	63,078	66,232	69,544	73,021	76,672
	Monthly	5,257	5,519	5,795	6,085	6,389
	Hourly	30.33	31.84	33.43	35.11	36.86
Accounting Technician II	Annual	63,377	66,546	69,873	73,367	77,035
	Monthly	5,281	5,545	5,823	6,114	6,420
	Hourly	30.47	31.99	33.59	35.27	37.04
Human Resources Technician ⁽⁶⁾	Annual	63,557	66,735	70,072	73,575	77,254
	Monthly	5,296	5,561	5,839	6,131	6,438
	Hourly	30.56	32.08	33.69	35.37	37.14
Executive Assistant	Annual	63,620	66,801	70,141	73,648	77,331
	Monthly	5,302	5,567	5,845	6,137	6,444
	Hourly	30.59	32.12	33.72	35.41	37.18
Lead Maintenance Worker Buildings & Streets; Parks & Trees	Annual	64,741	67,978	71,377	74,946	78,693
	Monthly	5,395	5,665	5,948	6,245	6,558
	Hourly	31.13	32.68	34.32	36.03	37.83
Environmental Services Technician I	Annual	64,895	68,140	71,547	75,125	78,881
	Monthly	5,408	5,678	5,962	6,260	6,573
	Hourly	31.20	32.76	34.40	36.12	37.92
Plant Operator I Water; Wastewater	Annual	65,907	69,203	72,663	76,296	80,111
	Monthly	5,492	5,767	6,055	6,358	6,676
	Hourly	31.69	33.27	34.93	36.68	38.51
Lead Maintenance Worker - Underground Utilities	Annual	67,373	70,742	74,279	77,993	81,892
	Monthly	5,614	5,895	6,190	6,499	6,824
	Hourly	32.39	34.01	35.71	37.50	39.37
Librarian II	Annual	67,822	71,213	74,774	78,513	82,438
	Monthly	5,652	5,934	6,231	6,543	6,870
	Hourly	32.61	34.24	35.95	37.75	39.63
Permit Technician III Planning; Building	Annual	69,389	72,859	76,502	80,327	84,343
	Monthly	5,782	6,072	6,375	6,694	7,029
	Hourly	33.36	35.03	36.78	38.62	40.55
Senior Accounting Technician	Annual	69,708	73,193	76,853	80,696	84,731
	Monthly	5,809	6,099	6,404	6,725	7,061
	Hourly	33.51	35.19	36.95	38.80	40.74
Environmental Services Technician II	Annual	71,379	74,948	78,695	82,630	86,761
	Monthly	5,948	6,246	6,558	6,886	7,230
	Hourly	34.32	36.03	37.83	39.73	41.71
Plant Operator II	Annual	72,465	76,088	79,893	83,887	88,082
	Monthly	6,039	6,341	6,658	6,991	7,340
	Hourly	34.84	36.58	38.41	40.33	42.35

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Assistant Planner	Annual	73,295	76,960	80,808	84,848	89,091
	Monthly	6,108	6,413	6,734	7,071	7,424
	Hourly	35.24	37.00	38.85	40.79	42.83
Senior Librarian	Annual	74,600	78,330	82,246	86,359	90,677
	Monthly	6,217	6,527	6,854	7,197	7,556
	Hourly	35.87	37.66	39.54	41.52	43.59
Recreation Supervisor	Annual	75,793	79,583	83,562	87,740	92,127
	Monthly	6,316	6,632	6,963	7,312	7,677
	Hourly	36.44	38.26	40.17	42.18	44.29
Plant Operator III Water; Wastewater	Annual	75,938	79,735	83,721	87,907	92,303
	Monthly	6,328	6,645	6,977	7,326	7,692
	Hourly	36.51	38.33	40.25	42.26	44.38
Junior Engineer	Annual	77,175	81,034	85,085	89,340	93,807
	Monthly	6,431	6,753	7,090	7,445	7,817
	Hourly	37.10	38.96	40.91	42.95	45.10
Fire Inspector	Annual	78,493	82,418	86,539	90,866	95,409
	Monthly	6,541	6,868	7,212	7,572	7,951
	Hourly	37.74	39.62	41.61	43.69	45.87
Associate Planner	Annual	80,622	84,653	88,886	93,330	97,997
	Monthly	6,719	7,054	7,407	7,778	8,166
	Hourly	38.76	40.70	42.73	44.87	47.11
Human Resources Analyst ⁽⁶⁾	Annual	80,646	84,678	88,912	93,358	98,026
	Monthly	6,721	7,057	7,409	7,780	8,169
	Hourly	38.77	40.71	42.75	44.88	47.13
Administrative Analyst	Annual	82,012	86,113	90,418	94,939	99,686
	Monthly	6,834	7,176	7,535	7,912	8,307
	Hourly	39.43	41.40	43.47	45.64	47.93
Buildings & Streets Superintendent Parks & Trees Superintendent	Annual	82,236	86,348	90,665	95,198	99,958
	Monthly	6,853	7,196	7,555	7,933	8,330
	Hourly	39.54	41.51	43.59	45.77	48.06
Underground Utilities Superintendent	Annual	85,853	90,146	94,653	99,386	104,355
	Monthly	7,154	7,512	7,888	8,282	8,696
	Hourly	41.28	43.34	45.51	47.78	50.17
Assistant Engineer	Annual	89,136	93,593	98,272	103,186	108,345
	Monthly	7,428	7,799	8,189	8,599	9,029
	Hourly	42.85	45.00	47.25	49.61	52.09
Chief Plant Operator Water; Wastewater	Annual	91,324	95,890	100,684	105,719	111,004
	Monthly	7,610	7,991	8,390	8,810	9,250
	Hourly	43.91	46.10	48.41	50.83	53.37
Associate Civil Engineer	Annual	98,057	102,960	108,108	113,513	119,189
	Monthly	8,171	8,580	9,009	9,459	9,932
	Hourly	47.14	49.50	51.97	54.57	57.30

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

⁽¹⁾ *Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:*

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10.0% of base salary

⁽²⁾ *Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.*

⁽³⁾ *Standby Pay - Shall be paid at a rate of \$525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional \$100.00 for the extension of the assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the*

⁽⁴⁾ *Certification Pay - \$50.00 per month for each governmental certificate or licensing as follow:*

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant, enabling those employees to perform other plant.

A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city.

Certification for back-flow prevention devices for Public Works employees.

Playground Inspection Certification for employees working in the Parks Division.

Arborist Certificate for employees working in the Parks Division.

Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division.

⁽⁵⁾ *Uniform Allowance as follow:*

Employees assigned to Water Distribution and Public Works - \$35.49 per pay period.

Employees assigned to Parks-Trees-Buildings - \$33.06 per pay period.

Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - \$9.29 per pay period.

Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - \$5.79 per pay period.

Employees assigned to the Water Treatment Plant - \$11.49 per pay period.

⁽⁶⁾ *Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information Association.*

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
Police Officers Association

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Dispatcher	Annual	61,741	64,828	68,069	71,472	75,046
	Monthly	5,145	5,402	5,672	5,956	6,254
	Hourly	29.68	31.17	32.73	34.36	36.08
Dispatch Supervisor	Annual	74,112	77,818	81,709	85,794	90,084
	Monthly	6,176	6,485	6,809	7,150	7,507
	Hourly	35.63	37.41	39.28	41.25	43.31
Police Officer Trainee	Annual	46,446				
	Monthly	3,870				
	Hourly	22.33				
Police Officer	Annual	77,410	81,280	85,344	89,612	94,092
	Monthly	6,451	6,773	7,112	7,468	7,841
	Hourly	37.22	39.08	41.03	43.08	45.24
Sergeant	Annual	96,653	101,486	106,560	111,888	117,483
	Monthly	8,054	8,457	8,880	9,324	9,790
	Hourly	46.47	48.79	51.23	53.79	56.48

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of an additional \$150.00 per month.

(3) POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:

POST Intermediate Certificate - \$100.00

POST Advanced Certificate - \$200.00

POST Records Supervisor Certificate - \$100.00

(4) Special Assignment Pay:

Motorcycle Officer, Range Master or Reserve Coordinator - \$200.00 per month

Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee

Records Coordinator - 5% of regular salary

Canine, Officer Investigator Position, and School Resource Officer - 3% of base salary

Police Service Dog Handler - \$228.13 per pay period

(5) Holiday Pay - Full-time employees will accrue 3.69 hours per pay period, which will be paid out each pay period at the employee's current hourly rate.

(6) Uniform Allowance - Employees shall receive uniform allowance as follows:

Sworn Personnel - \$1,250.00

Dispatch and CSO Personnel - \$1,000.00

Motorcycle Officers - 1 pair of Police motorcycle boots, 2 pairs of Police motorcycle pants, 1 Police motorcycle leather jacket, 2 sets of riding gloves (1 cold weather and 1 warm set) and Protective eyeglasses (not to exceed \$150.00)

Bicycle Patrol - Gloves, Helmet, Padded Shorts, Padded Pants, Protective Eyeglasses, Pedal Retention Devices, and Inclement Weather Clothing

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

ATTACHMENT C

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	83,399	87,569	91,947	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74
Senior Management Analyst	Annual	91,195	95,755	100,542	105,570	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Public Works Assistant Operations	Annual	97,310	102,176	107,284	112,648	118,281
	Monthly	8,109	8,515	8,940	9,387	9,857
	Hourly	46.78	49.12	51.58	54.16	56.87
Senior Planner	Annual	99,248	104,210	109,421	114,892	120,637
	Monthly	8,271	8,684	9,118	9,574	10,053
	Hourly	47.72	50.10	52.61	55.24	58.00
Public Works Operations Manager	Annual	106,847	112,189	117,799	123,689	129,873
	Monthly	8,904	9,349	9,817	10,307	10,823
	Hourly	51.37	53.94	56.63	59.47	62.44
Treatment Plant Manager	Annual	107,849	113,241	118,904	124,849	131,091
	Monthly	8,987	9,437	9,909	10,404	10,924
	Hourly	51.85	54.44	57.17	60.02	63.02
Chief Building Official	Annual	116,740	122,577	128,706	135,141	141,898
	Monthly	9,728	10,215	10,725	11,262	11,825
	Hourly	56.13	58.93	61.88	64.97	68.22
Lieutenant	Annual	117,327	123,193	129,352	135,820	142,611
	Monthly	9,777	10,266	10,779	11,318	11,884
	Hourly	56.41	59.23	62.19	65.30	68.56
Senior Civil Engineer	Annual	127,499	133,874	140,568	147,596	154,976
	Monthly	10,625	11,156	11,714	12,300	12,915
	Hourly	61.30	64.36	67.58	70.96	74.51
Assistant Public Works Director	Annual	127,499	133,874	140,568	147,596	154,976
	Monthly	10,625	11,156	11,714	12,300	12,915
	Hourly	61.30	64.36	67.58	70.96	74.51
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	83,399	87,569	91,947	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74
Senior Management Analyst ⁽¹⁾	Annual	91,195	95,755	100,542	105,570	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Assistant to City Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,772
	Hourly	51.13	53.68	56.37	59.18	62.14

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Finance Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,772
	Hourly	51.13	53.68	56.37	59.18	62.14
Human Resources Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,772
	Hourly	51.13	53.68	56.37	59.18	62.14
Assistant Administrative Services Director	Annual	125,640	131,921	138,518	145,443	152,716
	Monthly	10,470	10,993	11,543	12,120	12,726
	Hourly	60.40	63.42	66.59	69.92	73.42

⁽¹⁾ Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations.

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted December 13, 2022

Up to a 2.0% Equity Adjustment based on 95% of Market Median Data effective January 1, 2023

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
City Clerk	Annual	109,065	114,518	120,244	126,256	132,569
	Monthly	9,089	9,543	10,020	10,521	11,047
	Hourly	52.43	55.06	57.81	60.70	63.73
Library Director	Annual	133,446	140,118	147,124	154,480	162,204
	Monthly	11,121	11,677	12,260	12,873	13,517
	Hourly	64.16	67.36	70.73	74.27	77.98
Parks & Recreation Director	Annual	138,626	145,557	152,835	160,477	168,501
	Monthly	11,552	12,130	12,736	13,373	14,042
	Hourly	66.65	69.98	73.48	77.15	81.01
Administrative Services Director	Annual	143,233	150,395	157,914	165,810	174,101
	Monthly	11,936	12,533	13,160	13,818	14,508
	Hourly	68.86	72.31	75.92	79.72	83.70
Fire Chief ⁽¹⁾	Annual					193,861
	Monthly					16,155
	Hourly					93.20
Director of Community Development	Annual	162,072	170,176	178,684	187,619	197,000
	Monthly	13,506	14,181	14,890	15,635	16,417
	Hourly	77.92	81.82	85.91	90.20	94.71
Director of Public Works	Annual	162,072	170,176	178,684	187,619	197,000
	Monthly	13,506	14,181	14,890	15,635	16,417
	Hourly	77.92	81.82	85.91	90.20	94.71
Police Chief	Annual	163,144	171,301	179,866	188,859	198,302
	Monthly	13,595	14,275	14,989	15,738	16,525
	Hourly	78.43	82.36	86.47	90.80	95.34
Assistant City Manager	Annual	172,768	181,406	190,477	200,001	210,001
	Monthly	14,397	15,117	15,873	16,667	17,500
	Hourly	83.06	87.21	91.58	96.15	100.96
City Manager ⁽¹⁾	Annual					235,072
	Monthly					19,589
	Hourly					113.02

(2) Salaries do not have a scale.

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
Casual Workers (part-time) and Elected Officials
Approved and Adopted December 13, 2022
 Update to Casual Worker Payscale for Minimum Wage Update effective January 1, 2023
FY 2022-2023

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Positons</u>						
Casual Worker I	Hourly	15.50	16.28	17.09	17.94	18.84
Casual Worker II	Hourly	16.28	17.09	17.94	18.84	19.78
Casual Worker III	Hourly	19.58	20.56	21.59	22.67	23.80
Casual Worker IV	Hourly	24.98	26.23	27.54	28.92	30.36
Cuasual Worker V	Hourly	31.87	33.46	35.14	36.89	38.74
<u>Part-time Fire Department Positons</u>						
Firefighter	Hourly	26.65	27.98	29.38	30.85	32.39
Engineer	Hourly	27.98	29.38	30.85	32.39	34.01
Captain	Hourly	29.38	30.85	32.39	34.01	35.71
Assistant Chief	Hourly	30.85	32.39	34.01	35.71	37.50
Fire Marshal ⁽¹⁾	Hourly					47.93
<u>Elected Positons</u>						
Mayor ⁽¹⁾	Annual					3,600
Vice Mayor ⁽¹⁾						
Council Member ⁽¹⁾						
Planning Chairperson ⁽¹⁾	Annual					1,200
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

⁽¹⁾ Position does not have a pay range.

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



Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Recommended approval of a resolution authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study in the amount of \$45,000 for a total contract not to exceed amount of \$191,310 and a budget increase to 561-43-00-21-45 in the amount of \$22,500 utilizing water enterprise fund balance and a budget increase to 571-43-00-21-45 in the amount of \$22,500 utilizing wastewater enterprise fund balance.

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 purpose of a water and wastewater rate study is to determine the level of funding required over the next five years to ensure that each utility is meeting financial obligations for ongoing operations and maintenance, debt service, and capital improvements while maintaining prudent reserves. Updating the water and wastewater rates to keep up with the rising costs of providing safe and high-quality drinking water and wastewater services is a key component of maintaining the financial viability of the utilities, including maintaining healthy fund balances/reserves for emergencies and applicable bond covenants, and debt coverage ratios for bond covenants, and strong credit ratings. Updates to the rate study are also necessary to fund investments in infrastructure maintenance and improvements which are mandated or otherwise necessary for safe and efficient operation of the utilities.

California's Proposition 218 requires that rates be equitably apportioned and proportional to the cost of providing services. The water and wastewater rate study conducts a Cost of-Service analysis, which evaluates the cost of providing water and wastewater and allocates those costs to rate structure components to ensure the proposed rates are aligned with the costs to provide service and that all customer classes are subject to the equitable cost recovery whether they are located inside or outside of City limits.

DISCUSSION

On March 25, 2022, the City Council approved a resolution authorizing the City Manager to execute a Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study for a total not to exceed amount of \$146,310.

The scope of service for Water and Wastewater Rate Study project included the following tasks:

- Task 1: Project Initiation, Management, and Data Collection. Public input and engagement will be sought at this initial stage, as well as throughout the rate study process during public outreach and workshops identified in the project tasks.
- Task 2: Financial Plan Development for Water and Wastewater Services - This will include creation of a model to examine the utilities' 10-year financial plan to determine additional revenue required to ensure the financial integrity of the City's water and wastewater enterprise funds.
- Task 3: Cost-of-Service Analysis - This analysis will determine updated cost allocations to the City's utility systems to ensure costs are fairly recovered across user classes.
- Task 4: Rate Survey - This survey will provide a comparative rate analysis of comparable communities.
- Task 5: Rate Design - Rate models will be developed with flexibility to compare the current rate structures with proposed alternatives.
- Task 6: Capital Renewal & Replacement (R&R) Considerations and Scenarios - Alternative capital financing strategies will be developed to allow the City to best meet its fiscal and public policy objectives.
- Task 7: Rate Study Report - This report will document the methodology used to calculate the City's water rates and demonstrate conformance with cost-of-service principles, developed with the legal requirements of Proposition 218, and guidance from the City's legal counsel.
- Task 8: Customer Impacts and Sensitivity Analysis - The customer impact analysis will include data that shows projected rate impacts by customer class at various levels of usage.
- Task 9: City Council Workshops - This task will include three Rate Workshops.
- Task 10: Proposition 218 Noticing and Public Hearing
- Task 11: Community Engagement and Stakeholder Information Sessions - This task will include four community meetings conducted in an Open House format and one virtual community meeting.

As part of the rate study, the City engaged a Water and Wastewater Rate Study Advisory Committee to engage in the following:

- Reviewing and confirming financing assumptions and options presented by staff and the consultant for CIP projects in the first five years of the Rate Study, giving due consideration to project prioritization (immediate need, number, and estimated cost) and the proper balance of using cash versus debt.
- Reviewing and confirming significant financial assumptions in the Study, such as reserves, adequacy of sinking funds, and designated and undesignated fund balances in accordance with generally accepted municipal financial principles.
- Review findings and recommendations to ensure equitable allocation of costs related to industrial, commercial, and residential users, rate models, and recommend appropriate rates and changes with consideration given to location, setting, special demands or unique conditions.

The original scope of service provided for a total of five community engagement and stakeholder information sessions, which included four meetings with the Water and Wastewater Rate Study Advisory Committee and one Community Open House. Due to the complexities surrounding the Water and Wastewater Capital Improvement Program and the impacts that they have on the utility rates it was necessary to add five additional meetings. The completed and scheduled meetings are as follows:

Meeting	Date
Water & Wastewater Rate Study Advisory Committee Meeting	Jun. 14, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Jun. 28, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Aug. 25, 2022
Community Open House	Sept. 12, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Sept. 13, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Nov. 9, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Dec. 8, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Dec. 29, 2022
Water & Wastewater Rate Study Advisory Committee Meeting	Jan. 12, 2023
Water & Wastewater Rate Study Advisory Committee Meeting	Feb. 2, 2023

Raftelis has requested an amendment to the agreement budget in the amount of \$45,000 as a result of tasks that required additional efforts, tasks beyond the original scope of service, and for additional meetings necessary to complete the rate study.

Raftelis is currently in the process of making revisions to the financial plan based on recommendations from the advisory committee and drafting preliminary rates. The remaining tasks outstanding are to complete the rate design, draft other drought rates and surcharges, prepare the Study Report, and participate scheduled committee and City Council meetings. The updated timeline for the outstanding tasks to complete the rate study is as follows:

Task	Purpose	Date
Water & Wastewater Rate Study Advisory Committee Meeting	Review Financial Plan/Preliminary Review of Proposed Rates	12/29/2022
Water & Wastewater Rate Study Advisory Committee Meeting	Review of Proposed Rates	01/12/2023
City Council Meeting	Update on Rate Study/Presentation of Proposed Rate Review	01/24/2023
Water & Wastewater Rate Study Advisory Committee Meeting	Final Review of Rate Recommendations	02/02/2023
City Council Meeting	Final Rate Study Presentation	02/28/2023
Draft Rate Study Report	Complete Rate Study Report for Presentation	03/14/2023
City Council Meeting	Rate Authorization/Prop 218 Notice	03/14/2023
Customer Noticing	Mail Prop 218 Notices to Customers	03/17/2023
City Council Meeting	Second Hearing and Adoption of Rates	05/09/2023
Customer Outreach	Customer Education, Conservation, and Compliance	April - June 2023
Implementation	Effective Date of Adopted Rates	07/01/2023

FISCAL IMPACT

The total fiscal impact is \$45,000, which will utilize \$22,500 from Fund 561 - Water Enterprise and \$22,500 from Fund 571 - Wastewater Enterprise fund balances. The updated estimated Water fund balance will be 31% and the estimated Wastewater fund balance will be 97%.

RECOMMENDED ACTION

Staff recommends adoption of the attached resolution.

ATTACHMENTS

[Resolution Raftelis Amendment #1 PSA Water and Wastewater Rate Study Amendment #1 STH Contract FY2022-72 Raftelis Financial Services STH CONTRACT FY2022-72 RAFTELIS FINANCIAL CONSULTANTS WATER AND WASTEWATER RATE STUDY](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-__

Resolution approving Amendment #1 to the Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study in the amount of \$45,000 for a total not to exceed amount of \$191,310.00 and a budget increase to 561-43-00-21-45 in the amount of \$22,500 utilizing water enterprise fund balance and a budget increase to 571-43-00-21-45 in the amount of \$22,500 utilizing wastewater enterprise fund balance.

RECITALS

- A. The purpose of a water and wastewater rate study is to determine the level of funding required over the next five years to ensure that each utility is meeting financial obligations for ongoing operations and maintenance, debt service, and capital improvements while maintaining prudent reserves; and
- B. Updating the water and wastewater rates to keep up with the rising costs of providing safe and high-quality drinking water and wastewater services is a key component of maintaining the financial viability of the utilities, including maintaining healthy fund balances/reserves for emergencies and applicable bond covenants, and debt coverage ratios for bond covenants, and strong credit ratings; and
- C. Updates to the rate study are also necessary to fund investments in infrastructure maintenance and improvements which are mandated or otherwise necessary for safe and efficient operation of the utilities; and
- D. On March 25, 2022, The City executed a Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study for a total not to exceed amount of \$146,310; and
- E. Due to the complexities surrounding the Water and Wastewater Capital Improvement Program and the impacts that they have on the utility rates it was necessary to add five additional meetings; and
- F. Raftelis has requested an amendment to the agreement budget in the amount of \$45,000 as a result of tasks that required additional efforts, tasks beyond the original scope of service, and for additional meetings necessary to complete the rate study; and
- G. The City and consultant desire to amend STH Contract: FY2022-72 with Raftelis Financial Consultants for services associated with a Water and Wastewater Rate Study in the amount of \$45,000 for a total not to exceed amount of \$191,310.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment #1 Professional Services Agreement with Raftelis Financial Consultants for services associated with a Water and Wastewater Rate Study in the amount of \$45,000 for a total not to exceed amount of \$191,310.00; and
2. Authorize a Water Fund budget increase of \$22,500 to 561-43-00-21-45; and
3. Authorize use of Water Operations Fund balance of \$22,500; and
4. Authorize a Wastewater Fund budget increase of \$22,500 to 571-43-00-21-45; and
5. Authorize use of Wastewater Fund Balance in the amount of \$22,500.

Approved at a Regular Meeting of the St. Helena City Council on December 13, 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

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS; STH CONTRACT NO: 2022-072 FOR SERVICES ASSOCIATED WITH A WATER AND WASTEWATER RATE STUDY FOR AN ADDITIONAL \$45,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$191,310.

This Amendment No. 1 to Professional Services Agreement City of St. Helena STH Contract: FY 2022-072 is made effective on December 13, 2022, by and between the City of St. Helena, a municipal corporation ("City"), and Raftelis Financial Consultants ("Consultant").

RECITALS

- A. On March 25, 2022, the City of St. Helena and Raftelis Financial Consultants entered into an agreement for services associated with a Water and Wastewater Rate Study; and
- B. Raftelis has requested an amendment to the agreement budget in the amount of \$45,000 because of tasks that required additional efforts, tasks beyond the original scope of service, and for additional meetings necessary to complete the rate study; and
- D. The City of St. Helena desires to continue utilizing Raftelis to provide these services as they are critical to the completion of the Water and Wastewater Rate Study; and
- E. The City of St. Helena and Raftelis now desire to amend the Agreement for an additional \$45,000 for a total not to exceed of \$191,310.

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, is amended to read as follows:

"Total compensation shall not exceed \$191,310..."

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signature of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney St. Helena

ATTEST:

City of St. Helena City Clerk
Cindy Tzafopolous

City of St Helena

November 16, 2022

Mandy Kellogg
Administrative Services Director
City of St. Helena
1572 Railroad Ave.
St. Helena CA 94574

Subject: Request for Contract Amendment to Water and Wastewater Rate Studies

Dear Ms. Kellogg

Raftelis Financial Consultants, Inc. (Raftelis) is requesting an amendment to our existing agreement for the completion of the City's Water and Wastewater Rate Studies. Raftelis is requesting a contract budget amendment in the amount of \$45,000 to recover costs for tasks that required duplicative effort, for tasks beyond those in our original scope of service, and for additional meetings. These items include:

- Customer water use data analysis
- Revenue reconciliation with customer billing data
- Additional meetings with the Rate Study Advisory Committee
- Additional future meetings with the City Council
- Agenda review sessions and question/answer responses to the Committee
- Revisions to model inputs with multiple rounds of financial data
- Many iterations of the water and wastewater CIP

We estimate that our request of \$45,000 will cover roughly two-thirds of our expected project overage, with the other third the responsibility of Raftelis.

Currently we are in the process of drafting preliminary rates. The remaining tasks outstanding are to complete the rate design, draft other drought rates and surcharges, prepare the Study Report, and participate in at least three additional committee meetings and four additional City Council meetings.

Thank you for the opportunity to present this requested contract amendment. Please call me at 760 519 8520 should you have any questions.

This letter may be used to form an agreement by signing below and returning a copy for our files.

For Raftelis:



Kevin Kostiuik
Manager

For City of St. Helena:

Mandy Kellogg
Administrative Services Director

STH Contract: FY2022-72

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on March 22, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Raftelis Financial Consultants (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Water and Wastewater Rate Study.

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 \$146,310.00 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, the cumulative Agreement amount,

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Raftelis Financial Consultants March 22, 2022

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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“Liabilities”), caused by the 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 claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, caused by 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 reasonably acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant’s officers, employees or agents, except as

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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 deliverables 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; provided that any reuse or use other than as contemplated in this Agreement shall be at the sole risk of City. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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Rafelis Financial Consultants March 22, 2022

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall

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not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

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Raftelis Financial Consultants March 22, 2022

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Jim Armstrong, Principal Consultant
 445 S. Figuero Street, Suite 1925
 Los Angeles, CA 90071
 jarmstrong@raftelis.com

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS’ FEES

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

may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

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Raftelis Financial Consultants March 22, 2022

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: Elaine V. Conti
 Name: Elaine V. Conti
 Title: Executive Vice President

City:

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

Approved as to Form:

By: Ethan Walsh
 Name: Ethan Walsh
 Title: City Attorney



Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY2023-002 in the amount of \$41,200 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$116,200.

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 Human Resources Division of the Administrative Services Department is responsible for a wide range of functions which includes recruiting for vacant positions and onboarding new employees.

In order to streamline these functions and provide an easier process for both recruiting and onboarding, the City signed a contract with NEOGOV in November 2021 (Attachment A) to provide online platforms for both recruiting and onboarding. The recruiting platform integrates a public sector-specific job board and applicant tracking system to deliver a faster, more efficient, and more compliant recruitment process. The onboarding platform allows for documents to be transferred between Human Resources and the employee electronically providing the ability to efficiently move information between the City and the applicant during the hiring process, while also having the ability track the status along the way.

As the City continues to face staffing shortages in the Human Resources Division, staff has been unable to complete the necessary requirements for the implementation of the online platforms which requires dedicated time to create workflow processes and forms.

DISCUSSION

On August 5, 2022, the City Manager executed a contract with Regional Government Services (RGS) for an amount not-to-exceed of \$25,000 (Attachment B) and subsequently City Council authorized an additional \$50,000 (Attachment C) to assist with some immediate needs in human resources as a result of the ongoing vacancies in the division.

RGS is a JPA established in 2002 to provide organizational services to California public agencies. RGS has extensive human resources experience in California public agencies and provide a variety of human resources consulting services. In addition, RGS has extensive experience in both implementation and management of the NEOGOV platforms.

Staff is recommending Amendment No. 2 to the contract with RGS to perform the implementation of NEOGOV, which will include the following tasks:

Recruiting Platform - NEOGOV Insight:

1. Project Management
2. Application Development
3. Business process mapping
4. Career page setup
5. Class specification and job administration
6. Current openings conversion
7. Data entry/Import
8. IT data import/export guidance
9. Organization and user administration
10. Requisition process setup
11. Template Letters
12. Testing production environment
13. Training

Onboarding Platform - NEOGOV Onboard:

1. Project Management
2. Business process analysis
3. Administrative setup
4. Onboard forms development
5. Create checklists
6. Configure portals
7. IT data import/export guidance
8. Testing production environment
9. Training

Staff is recommending an amendment to the agreement for an additional \$41,200 for a total contract amount not-to-exceed \$116,200.

FISCAL IMPACT

The estimated fiscal impact of this contract amendment is \$41,200 for a not-to-exceed amount of \$116,200. Salary savings are being realized through the current vacant positions in the Administrative Services Department at approximately \$28,700 per month. Based on the estimated timeframe to fill the vacancy it is estimated that the salary savings will be sufficient to offset the increased cost of the contract.

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

[Amendment No. 2 RGS Human Resources](#)

[Resolution RGS Contract Amendment No. 2](#)

[Attachment A - STH Contract FY 2022-030 The Recruit and Onboard Module](#)

[Attachment B - STH Contract FY 2023-002 St. Helena HR Services](#)

[Attachment C - STH Contract FY 2023-002 St. Helena HR Services Amendment No 1](#)

AMENDMENT NO. 2

**TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS):
STH CONTRACT NO: 2023-002 FOR PROFESSIONAL SERVICES FOR HUMAN RESOURCES
ADVISORY SERVICES.**

This Amendment No. 2 to Agreement for Professional services is made effective on December 13, 2022, by and between the City of St. Helena, a municipal corporation ("City"), and Regional Government Services (RGS) ("Consultant").

RECITALS

- A. On August 5, 2022, The City of St. Helena and RGS entered into an agreement for Human Resources Advisory Services, as a result of two vacancies within the Human Resources Division; and
- B. The City of St. Helena desired to continue utilizing RGS for on-call services for human resources assistance; and
- C. The City authorized a contract with NEOGOV to provide online platforms to streamline the recruiting and onboarding processes for the City, but has been unable to complete the implementation as a result impacts from ongoing staffing shortages; and
- D. RGS has extensive experience with implementation and management of the NEOGOV platforms and has provided a scope of work to complete the implementation; and
- E. The City of St. Helena and Regional Government Services now desire to amend the Agreement for an additional \$41,200 for a total not to exceed \$116,200 to assist with the NEOGOV implementation.

AGREEMENT

NOW, THEREFORE In consideration of the promises and 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, is amended to read as follows:

“Total compensation shall not exceed \$116,200...”

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Anil Comelo, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk



CITY OF ST. HELENA NEOGOV IMPLEMENTATION PROJECT MANAGEMENT

INSIGHT AND ONBOARD

SCOPE OF WORK

NEOGOV SUPPORT SERVICES

Regional Government Services (RGS) provides a skillful team with NEOGOV implementation and end-user experience, and will provide comprehensive NEOGOV project management and support services for the City of St. Helena's (City) Insight and Onboard implementations. Insight will be implemented first, followed by Onboard.

We offer a collaborative process to ensure your NEOGOV system implementation is a success with end-users and management. Richard Blut, Senior Advisor will serve as the project manager and primary point of contact for internal staff and coordinates project support from other RGS staff as needed. Richard will meet with the agency's management and staff to discuss and define your agency's needs and requirements. Richard will guide the agency through all phases of the implementation and coordinate activities with NEOGOV staff. Richard may be contacted at (650) 587-7300 (Ext. 120) or via e-mail at rblut@rgs.ca.gov.

RGS will perform business process mapping and analysis for all associated system requirements. RGS will ensure the system is configured and customized to the client's specifications. RGS support staff will coordinate and complete all associated form creations, portal pages, user configurations, and other required information. RGS will provide training to human resources staff, management, and other end-users.

The RGS team is uniquely experienced with remote communication and processes. As a primarily virtual organization since 2002, we are adept at remote project management and offer our partner agencies many ways to improve quality and reduce or maintain costs. Even before the COVID pandemic made remote work a necessity, RGS routinely offered remote meetings, systems analysis, and project implementations.

NEOGOV INSIGHT

NEOGOV Insight implementation support services offered include:

- Project Management
 - Meet with City staff
 - Coordinate agency staff support
 - Liaison with NEOGOV
 - Resolve project issues
 - Provide expertise and best practices
- Business process mapping and analysis
 - Meet with key stakeholders
 - Review and document current processes
 - Update as needed for configuration
- System configuration to client's specifications and customization
 - Class specification and job administration
 - Applications development
 - Organization and user administration
 - Requisition process
 - Career page setup
- Data entry of essential information
 - Job descriptions, approximately 80 (import)
 - Salary ranges (import)
 - Departments/divisions
 - Template letters
- Information Technology
 - Import/export
 - Security
- Production environment testing
 - System testing as HR staff
 - System testing as end user
- Current agency openings conversion
 - Port all current open positions into NEOGOV
 - Add applicants to NEOGOV
- Training
 - HR staff
 - OHC users
 - Staff Administrator

PROJECT IMPLEMENTATION TIMELINE

The following is a tentative project timeline that may be modified by mutual agreement in writing between the City and RGS. Staff availability and responsiveness will be critical in meeting the project timeline as presented. Weekly project update and key decision-making meetings will be scheduled. RGS strives to manage the timeline to ensure deadlines are met. The go-live date will be November 14, 2022 depending on NEOGOV Implementation Consultant assignment and project kick-off date.

Tasks	Tentative Dates	Responsible Party
1. Review current applicant tracking system, business units, approval processes, organization structure and identify key staff members for project support	Week 1	RGS/CITY
2. Business process mapping	Week 1	RGS/CITY
3. Organization and user administration; Class spec and job posting administration; Career page	Week 2	RGS
4. IT data import/export guidance; security	Week 2 and ongoing	RGS/CITY
5. Configure online applications; Requisition process setup	Week 3	RGS
6. Template letter development	Week 3	RGS/CITY
7. OHC Development	Week 3	RGS
8. Production environment testing	Week 4	RGS
9. Add current openings from ATS	Week 4	RGS
10. Training – HR staff, OHC users and Administrator	Week 5 and ongoing	RGS
11. System go-live	Week 6	RGS

SERVICE COST/BILL RATES

NEOGOV Insight implementation costs are based on project needs, agency size, complexity of processes, number and types of positions, system customization, and bill rates. The Insight implementation is estimated at **\$22,000**.

NEOGOV	Estimated Cost
1. Project Management	\$7,500
2. Application Development	\$1,000
3. Business process mapping	\$1,500
4. Career page setup	\$300
5. Class spec and job administration	\$900
6. Current openings conversion	\$500
7. Data entry/Import (class specs, salaries)	\$4,800
8. IT data import/export guidance	\$500
9. Organization and user administration	\$650
10. Requisition process setup	\$550
11. Template letters	\$1,200
12. Testing production environment	\$1,200
13. Training	\$1,400
TOTAL ESTIMATED COST NOT TO EXCEED:	\$22,000

NEOGOV ONBOARD

NEOGOV Onboard implementation support services include:

- Project Management
 - Meet with City staff
 - Coordinate agency staff support
 - Liaison with NEOGOV
 - Resolve project issues
 - Provide expertise and best practices
- Business Process Analysis
 - Meet with key stakeholders
 - Review and document current processes
 - Update as needed for configuration
- System configuration to client's specifications and customization
 - Forms development
 - Create checklists
 - Portal development
 - Organization and user administration
- Information Technology import guidance
- Production environment testing
 - System testing as HR staff
 - System testing as end-user
- Training
 - HR staff
 - Managers
 - Staff administrators

PROJECT IMPLEMENTATION TIMELINE

The following is a tentative project timeline that may be modified by mutual agreement in writing between the City and RGS. The Onboard implementation will begin after the Insight implementation has concluded. Staff availability and responsiveness will be critical in meeting the project timeline as presented. Weekly project update and key decision-making meetings will be scheduled. RGS strives to manage the timeline to ensure deadlines are met.

Tasks	Tentative Dates	Responsible Party
1. Review the current paper-based preboarding, onboarding, and offboarding processes, current NEOGOV setup, business units, approval processes, organization structure and identify key staff members for project support	Week 1	RGS/City
2. Business process mapping	Week 1	RGS/City
3. Administrative setup; data import	Week 2	RGS
4. IT data import/export guidance	Weeks 2 - 3	RGS/City
5. Build Onboard forms	Week 3	RGS
6. Configure checklists (preboard, onboard, and offboard)	Weeks 3 - 4	RGS
7. Configure portals	Week 4	RGS
8. Production environment testing	Week 5	RGS
9. Training	Week 6 and ongoing	RGS
10. System go-live	Week 6	RGS

SERVICE COST/BILL RATES

NEOGOV Onboard implementation costs are based on project needs, agency size, complexity of processes, number and types of positions, system customization, and bill rates. The Onboard implementation is estimated at **\$19,200**. This is based on the creation of 25 forms and 10 checklists, for the onboard, preboard, and offboard portals. The project cost will increase based on the need for additional forms, checklists, and portals identified during the project.

NEOGOV	Estimated Cost
1. Project Management	\$7,500
2. Business process analysis	\$800
3. Administrative setup	\$600
4. Onboard forms development	\$2,400
5. Create checklists	\$2,400
6. Configure portals	\$2,400
7. IT data import/export guidance	\$500
8. Testing production environment	\$1,200
9. Training	\$1,400
TOTAL ESTIMATED COST NOT TO EXCEED:	\$19,200

PROJECT TEAM APPROACH AND QUALIFICATIONS

RGS is a virtual Joint Powers Authority (JPA) and has developed a unique network of geographically distributed Advisors who work both through various remote access technologies. When needed, we deliver on-site services to partner agencies reducing overhead and expanding our ability to provide high-quality services throughout the state.

The RGS team selected to assist the City with implementation services has extensive relevant experience and accomplishments with NEOGOV in the municipal, special district, state, and county human resource sectors. We work as a team with complementary skills, specializations, and abilities.

For project team structure, accountability, and lines of communication, Richard Blut, Senior Advisor, has been designated as the Project Manager. Richard will ensure timely delivery of the completed implementation by coordinating the work of the RGS team. Together, this core team will provide continuity of services and ensure that identified deliverables are provided.

KEY TEAM MEMBERS

Our advisors, analysts and support staff are skilled with setting up NEOGOV systems based on best practices and your agency's needs for customization. We utilize NEOGOV for our recruitment services and have helped organizations successfully implement their systems, evaluate their systems for improvements to process and data entry to best utilize NEOGOV. An introduction and information about the qualifications, experience, and role of our proposed project team members follows. Resumes may be provided upon request.

RICHARD BLUT – SENIOR ADVISOR, PROJECT MANAGER

Richard Blut joined RGS in 2022 as a Senior Advisor for Human Resources Services. As a member of the RGS Recruitment Team, Richard is spearheading the NEOGOV implementation services as well as conducting executive recruitments for partner agencies.

Richard has over twenty years of leadership experience in large public organizations. He is an expert in all facets of human resources, employee engagement, customer experience, and systems automation. He has provided consulting and coaching to business leaders in many aspects of HR including best practices, methodologies, tools, organizational design, legal compliance, talent management, and compensation. He has extensive experience with NEOGOV Insight, Onboard, and Perform. He has been involved with implementations and served as a NEOGOV Administrator.

Richard has a bachelor's degree and an M.B.A. in business administration.

KAY RANDOLPH-POLLARD – RECRUITMENT TEAM LEAD

Kay Randolph-Pollard joined RGS as a Project Advisor in the Human Resources service group in 2016. Currently, as the Lead Advisor for the Recruitment services group, Kay leads a team of

professional recruiters and administrative support staff to meet the whole range of recruitment and selection needs for RGS partner agencies as well as for the JPA.

Kay has over twenty-five years' experience in human resources management. Her areas of expertise include merit and competency-based recruitment and selection, employment law, training, negotiation, and organizational development. Kay applies this experience to ensure that RGS recruitment services are professional and cost-effective. She has led multiple NEOGOV implementations while working in the public sector, both as a consultant and for RGS. She has also served as a NEOGOV Administrator.

Kay has a bachelor's degree in business administration with an emphasis in personnel and industrial relations.

DAVID PRIETO - ADVISOR

David Prieto joined RGS as an Advisor in the Recruitment services group in 2021. He provides full-cycle recruitment and selection services for RGS partner agencies.

Prior to joining RGS, David worked for a variety of educational institutions including, the Los Angeles Unified School District providing recruitment and selection - attracting and retaining high-quality employees, developing their skills, managing performance effectively, and creating a motivated workforce. David is an expert NEOGOV Insight user. He has utilized NEOGOV at various educational institutions and at RGS.

David has a bachelor's degree in psychology, an M.B.A., and a master's degree in industrial/organizational psychology in progress.

ANNIE KAVANAGH

Annie Kavanagh joined RGS as an Advisor in the Human Resources service group in 2012. She provides professional human resources services such as organizational change management, policy development, classification and compensation studies, benefits administration, and recruitment. In addition, she has joined the Training and Development team, serving as a virtual trainer for the Leadership Academy during the pandemic, developing varied curriculum, and also serving as a management coach.

Annie has over twenty-five years' experience in human resources and organizational leadership in both the private and public sectors. As the human resources director for three small organizations, she has been a human resources generalist for her entire career. She is adept at helping organizations and individuals develop and grow.

Annie has a bachelor's degree in therapeutic recreation and leisure services and a certificate in employee assistance.

KRISTIANA HARAPAN – PROJECT COORDINATOR

Kristiana joined RGS in 2017 as a Project Coordinator. Kristiana has over eighteen years of public sector administrative experience, primarily in human resources and risk management administration.

Kristiana has significant experience in many aspects of human resources and risk management administration including recruitment, pre-employment processes, benefit administration, and the preparation of Council staff reports. In risk management, Kristiana has been responsible for the administration of workers' compensation and general liability claims for municipalities. She also has experience assisting with administrative work in the City Attorney's office. She has participated in multiple NEOGOV implementations and is an advanced user. She has evaluated numerous NEOGOV setups for clients for systems optimization and enhancements.

Kristiana has a Paralegal Certificate from Mira Costa Community College.

ELSIE OKEYO – PROJECT COORDINATOR

Elsie Okeyo joined RGS in 2018 as a Project Coordinator. Elsie has over ten years of experience in Human Resources and benefits administration. Elsie has provided benefit administration for employees and retirees including coordination with payroll on benefit deductions, benefit enrollments and providing benefit information to employees and retirees. She has conducted new employee orientations and has COBRA administration experience along with leave of absence management.

Elsie has a bachelor's degree in business management and a certificate in human resources management.

MAURA GRIFFIN – TECHNICAL SPECIALIST

Maura Griffin joined RGS in Administrative Support in 2019. She contributes her professional skills both to partner agencies and RGS' internal departments. Maura has extensive administrative and creative experience, which she applies to many aspects of RGS including recruitment services, administrative support, RGS business development, RGS social media, and individual client projects.

ALEX – MUÑOZ-OLIVEIRA – TECHNICAL SPECIALIST

Alex Muñoz-Oliveira joined RGS in 2022 as an Advisor in Finance Services providing payroll administration services for RGS partner agencies. In addition, he serves on the Recruitment Team providing administrative and proctoring support. Alex has varied experience in customer service and project management in alternative energy, retail sales, and delivery service.

Alex has a bachelor's degree in business administration with a concentration in finance.

SIMILAR ENGAGEMENTS AND REFERENCES

RGS understands and remains current on NEOGOV implementations and systems. RGS presently serves as a full-service human resources department for a number of California public agencies and has provided NEOGOV implementation service for approximately four years.

References may be provided upon request.

RGS provides services on an hourly basis, plus direct costs. Work is performed as agreed, and subsequently billed each month based on hours actually worked. The hourly rate for work performed will be billed at the following hourly rates based on the Advisor(s) assigned to the project.

If RGS is required to be onsite, mileage will be calculated and invoiced using the current IRS rate.

Title	Hourly Rate
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

CITY OF ST. HELENA

RESOLUTION No. 2022 -

Authorizing: (1) the City Manager to Execute Amendment No. 2 to STH Contract: FY2023-002 in the amount of \$41,200 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$116,200.

RECITALS

- A. The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruiting for vacant positions and onboarding new employees; and
- B. The City authorized a contract with NEOGOV to provide online platforms for recruiting and onboarding which streamline the processes; and
- C. The City is actively working on a recruitment for the Human Resources Division, but due to staffing shortages has been unable to complete the implementation for the NEOGOV platforms; and
- D. The City has a current contract with Regional Government Services (RGS) to provide temporary assistance with human resources management and RGS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the ongoing needs for human resources management; and
- E. The City of St. Helena and RGS now desire to execute an amendment to the agreement to expand the scope of the services provided to include the implementation of the NEOGOV recruiting and onboarding platforms.

RESOLUTION

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

Authorizes the City Manager to execute execute Amendment No. 2 to STH Contract: FY2023-002 in the amount of \$41,200 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$116,200,000.

Approved at a Regular Meeting of the St. Helena City Council on December 13, 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

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STH Contract: FY2022-030

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

DocuSign Envelope ID: C63BE778-A176-485B-B290-6F3BB69CDE0E

NEOGOV

CUSTOMER SUPPORT & RESOURCES

CUSTOMER SUPPORT CONTACT INFORMATION:

Phone Number:
877-204-4442

Hours:
M-F, 6 AM - 6 PM Pacific Time

24/7 Help: Log an online case in the support portal (see below)

NEOGOV CUSTOMER SUPPORT INCLUDES:

- Unlimited Help Desk support
- Unlimited online case support
- Free attendance to quarterly 'NEOGOV Community Live' conference calls
- Free unlimited access to online user discussion forums
- Access to the online NEOGOV Community site for user documentation, training guides, announcements, and networking with other NEOGOV customers

SUPPORT SELF-SERVICE PORTAL:

neogov.com/support

The Support Self-Service Portal can be used in lieu of contacting Customer Support when you have an issue. You can log a case through the Community by clicking the 'Support' icon.

Use the Support Self-Service Portal to:

- Log cases regarding product issues and bugs
- Upload screenshots and attachments related to cases
- Keep track of the status of cases
- View previously logged cases

NEOGOV COMMUNITY:

In order to access the Community, make sure you're logged into your NEOGOV product. Once you're logged in, hover over your name in the top right corner and click on either 'Help' or 'Help & Training' to enter the Community.

Through the Community, you have access to:

- Training tools and product reference materials
- A community forum to discuss best practices with your peers
- The Idea Lab to suggest or vote for potential product enhancements
- Release Notes on product enhancements
- Free online training through NEOGOV University
- Information about NEOGOV Connect, our annual user conference
- Quarterly community calls with NEOGOV product managers and other customers
- Log cases through the Support Self-Service Portal (explained above)

For more information, visit neogov.com/support or contact 877-204-4442

NEOGOV

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NEOGOV



DEVELOP

MANAGE

RECRUIT

The NEOGOV platform combines 3 modules – Recruit, Develop, and Manage – to automate and support the entire public sector employee lifecycle.

THE RECRUIT MODULE

automates hiring by centralizing the process of attracting applicants, screening them, and landing a qualified hire that's productive on day one, while ensuring compliance.

One of the main challenges in public sector HR is building and maintaining a highly qualified workforce. NEOGOV's Recruit module cohesively integrates a public sector-specific job board, applicant tracking system, and onboarding solution to deliver a faster, more efficient, and compliant recruitment process.

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NEOGOV

ATTRACT: GOVERNMENTJOBS.COM

- Attract qualified candidates using the #1 public sector job board, with over 20 million job seekers
- Get applicants fast by publishing job postings directly from Insight, our applicant tracking system
- GovernmentJobs.com is 177% more likely to deliver a qualified hire than Indeed, and 67% more likely than LinkedIn
- Post unlimited job postings to ensure every role gets the support it needs



SCREEN: INSIGHT

- Highlight your organization with a branded online career portal that accommodates complex applications and is accessible from your website
- Automate the creation of eligible and referred lists with candidate auto-scoring
- Modernize communication with text messaging, electronic offer letters, and a self-service portal
- Generate reports for EEO, diversity and inclusion initiatives, and analyze time-to-hire
- Integrates with multiple background check and assessment providers



MEET YOLANDA

Like many public sector HR folks, she's got a lot on her plate. Thanks to NEOGOV, it's all manageable.

To increase applicants, she boosts the posting to other job boards without leaving the platform.

One of her employees has just given notice! She creates a job posting on her agency's branded career portal and it also publishes on GovernmentJobs.com.

The system automatically determines which candidates meet the minimum qualifications.

DocuSign Envelope ID: C63BE778-A176-485B-B290-6F3BB69CDE0E

RECRUIT



HIRE: ONBOARD

- Accelerate the onboarding process by providing new hires access to online forms before their start date
- Auto-assign tasks to multiple stakeholders and track completion
- Reinforce job duties, expectations, and assign mentors
- Schedule check-backs to drive engagement and address any concerns in the first 90 - 120 days and increase retention
- Automate offboarding tasks, document exit interviews, and formalize knowledge transfer from vacated positions
- Simplify rehires and seasonal employee onboarding

*"We looked at other automated recruiting systems, but Insight's **public sector-specific, easy-to-use** online solution made NEOGOV the clear choice."*

Tony Gautier, City of Denver, CO

She notifies candidates to self-schedule a written exam. Text reminders are sent the day before.

Thanks to an integration, a background check is processed for the top candidate.

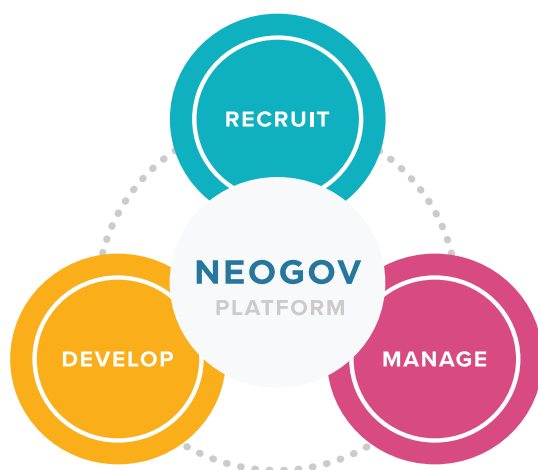
Now it's time to schedule tasks for the new hire and employees who make the onboarding process smooth.

The hiring manager is notified of the top candidates' self-scheduled interviews.

The candidate comes back clear! She sends an electronic offer letter and the candidate e-signs to accept.

The new hire completes her I-9, security access, and parking forms, so when she arrives for her first day, she's off and running!

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NEOGOV**COMPLETE THE SUITE**

Complete the NEOGOV platform to support the entire employee lifecycle.

RECRUIT

Accelerate time to hire by automating and centralizing the candidate attraction, selection, and new hire onboarding process.

DEVELOP

Build a more capable workforce with professional development tools and customized training programs that maintain organizational compliance.

MANAGE

Ensure HR stays organized and compliant by centralizing employee data, payroll, and benefits in a highly secure system.

THE NEOGOV DIFFERENCE**Public Sector-Focused**

We focus exclusively on the unique needs and compliance requirements of government agencies and higher ed institutions.

**Online Community of Peers**

When you become a customer, you join thousands of other public sector HR leaders who participate in discussions and solve challenges together.

**Shared Library of Global Resources**

Save time by tapping into our global resource library to leverage other organizations' detailed class specs, forms, and processes.

**Free Customer Support and Training**

We're always here to help. Contact a live customer service agent with questions, attend free regional training events, and access online courses.

888.NEOGOV1 | CONTACT@NEOGOV.COM | NEOGOV.COM | @NEOGOV

NEOGOV
Intelligent HR

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Exhibit A

Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 300 Continental Blvd, Suite 565
 El Segundo, CA 90245
 United States
 billing@neogov.com

St. Helena, City of (CA)
 1480 Main St, St
 St. Helena, CA 94574
 USA

Quote Valid From: 9/8/2021
 Quote Valid To: 10/29/2021

Quote Number: Q-02880
 Payment Terms: Annual Net 30

Employee Count: 84
 Order Summary

Pro-Rated Term

Service Description	Start Date	End Date	Term Price
Recruit Module	11/15/2021	6/30/2022	\$2,592.27
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)			
Pro-Rated Term TOTAL:			\$2,592.27

Year 2

Service Description	Start Date	End Date	Term Price
Recruit Module	7/1/2022	6/30/2023	\$6,916.50
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)			
Year 2 TOTAL:			\$6,916.50

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Year 3

Service Description	Start Date	End Date	Term Price
Recruit Module	7/1/2023	6/30/2024	\$9,222.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)			
Year 3 TOTAL:			\$9,222.00

Pro-Rated Term

Service Description	Start Date	End Date	Term Price
Recruit Module Setup And Training			\$3,500.00
Pro-Rated Term TOTAL:			\$3,500.00

ORDER TOTAL: **\$22,230.77**

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A. Terms and Conditions

- 1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
- 2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
- 3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
- 4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term: 11/8/21 - 6/30/2024

"St. Helena, City of
(CA)"

Signature:

DocuSigned by:
Mark Prestwich
BB600DFFAED7463...

Print Name:

Mark Prestwich

Date:

10/29/2021 | 2:21:41 PM PDT

NEOGOV

Signature:

DocuSigned by:
Mike Burns
7EB833F9068341B...

Print Name:

Mike Burns

Date:

11/8/2021 | 5:46:30 PM PST

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on August 5, 2022 by and between the **CITY OF ST. HELENA**, located in the County of Napa, State of California (City), and **REGIONAL GOVERNMENT SERVICES AUTHORITY** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Human Resources Advisory Services.

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** attached hereto and made a part hereof. Total compensation shall not exceed \$25,000 unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 13

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – [Intentionally Omitted]

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

C. Professional Liability Insurance. Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. 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 Consultant's 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.

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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. Pursuant to California Government Code §990, as a public entity, Contractor may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

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 against third party claims, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers (collectively "Indemnitees") from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including reasonable legal fees and expert witness costs) (collectively, "Liabilities"), to the extent 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, to the extent 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. 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.

C. 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.

D. 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.

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City

relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. City acknowledges that Consultant, as a public agency is subject to the California Public Records Act (the “CPRA”) and will comply with this Agreement to the extent that it does not conflict with CPRA

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical

handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's

performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: April Mitts, Assistant City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Email: amitts@cityofsthelena.org

To Consultant: Richard H. Averett Executive Director
Regional Government Services Authority
P.O. Box 1350
Carmel Valley, California 93924
Email: raverett@rgs.ca.gov

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

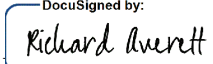
As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination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

SECTION 32 – SPECIAL PROVISIONS

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

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

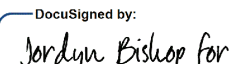
Consultant:

By:  8/5/2022
DocuSigned by: Richard Iwerth
 Executive Director

City:

By:  8/5/2022
DocuSigned by: Anil Comelo
 City Manager

Approved as to Form:

By:  8/5/2022
DocuSigned by: Jordyn Bishop
 Title: Authority Counsel

Approved as to Form:

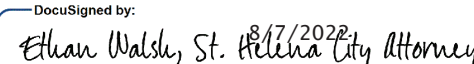
By:  8/7/2022
DocuSigned by: Ethan Walsh
 Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall provide recruitment services to the City of St. Helena. Services may be provided onsite or remotely. The scope of services to be provided under this agreement may include but is not limited to the following:

- 1) Provide recruitment and selection services to fill Agency vacancy as agreed to by the Agency and RGS:
 - a) Prepare a draft job announcement and recruitment materials;
 - b) Post recruitment and advertising, screen applications;
 - c) Prescreening process to identify most qualified candidates;
 - d) Administer selection processes; compile and communicate selection process results to stakeholders;
 - e) Coordinate stakeholder meetings as appropriate.
- 2) Additional projects and activities may be requested by Agency at any time and will be initiated as mutually agreed. Project scopes, timelines and cost estimates will be provided upon request.
- 3) The Agency will only be invoiced for the actual hours worked. The hourly bill rate does not include any direct travel costs. Such expenses which will be invoiced to the Agency at cost, and may include printing/copying fees, advertising costs, background investigation fees, online application hosting, or any other such direct costs incurred as part of this work.

RGS Advisor(s) will:

- a. Perform the functions as assigned by the Lead Advisor. The Lead Advisor, serves as the Agency's primary point of contact, and will oversee and direct projects to RGS staff as needed at his/her discretion.
- b. Be reasonably available to perform the services during the normal work week.
- c. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS_lead advisor.



RGS 2022 RATE SHEET

Title	Hourly Rate
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

Regional Government Services may charge travel expenses at the current Federal rate for advisor travel to and from agency worksite.

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS):
STH CONTRACT NO: 2023-002 FOR PROFESSIONAL SERVICES FOR HUMAN RESOURCES
ADVISORY SERVICES.

This Amendment No. 1 to Agreement for Professional services is made effective on September 13, 2022 by and between the City of St. Helena, a municipal corporation ("City"), and Regional Government Services (RGS) ("Consultant").

RECITALS

- A. On August 5, 2022, The City of St. Helena and RGS entered into an agreement for Human Resources Advisory Services, as a result of two vacancies within the Human Resources Division; and
- B. The City of St. Helena desired to continue utilizing RGS for on-call services for human resources assistance; and
- C. The Human Resources Division is continuing to face impacts from staffing shortages, in which RGS will assist the City by continuing to provide Human Resources Advisory Services while prioritizing recruitments to assist with filling the vacancies; and
- D. The City of St. Helena and Regional Government Services now desire to amend the Agreement for an additional \$50,000 for a total not to exceed \$75,000.

AGREEMENT

NOW, THEREFORE. In consideration of the promises and 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, is amended to read as follows:

“Total compensation shall not exceed \$75,000...”

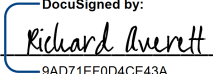
All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

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CONSULTANT:

Signatures of Authorized Persons:

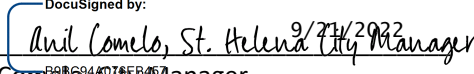
By:  9/15/2022
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Print Name: Richard Averett

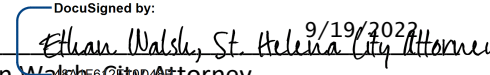
Title: Executive Director

CITY OF ST. HELENA

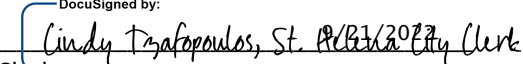
a Municipal Corporation

By:  9/14/2022
B9B6944074EB467
Anil Comelo, City Manager

APPROVED AS TO FORM:

 9/19/2022
Ethan Walsh, City Attorney

ATTEST:

 9/13/2022
18CD34BF35EE40E...
Cindy Tzafopoulos, St. Helena City Clerk

Scope of Services

RGS shall assign an RGS employee or employees to provide the services described below:

1. Provide immediate ongoing Human Resources Management consulting services, which include ad hoc consultation and initiation of work on identified priority projects, including but not limited to:
 - Provide professional human resources expertise regarding best practice to facilitate the effective and compliant administration of City's human resources policies and practices.
 - Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - Draft specific documentation relevant to resolving a range of personnel issues; facilitate meetings and coach supervisors on conducting sensitive personnel conversations.
 - Draft required management communications to employees and facilitate effective interpersonal skills and relationship building.
 - Develop and/or update human resources administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and personnel transactions.
 - Confer with staff as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.
 - Create implementation plans and timelines, including identification of roles/activities to be carried out by the City's managers and supervisors.
 - Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
2. RGS shall assign RGS Advisors to provide additional services as described below, as requested by Agency and authorized by the RGS lead advisor.
 - Services may be within any of the RGS service areas, including but not limited to: Benefit Administration, Project and Transitional Management, Community Engagement/Communication Services, Land Use Planning Services, Finance Consultation, Training Design and Delivery, Strategic Planning and Facilitation Services, Emergency Management Consultation.
 - Services to be engaged in writing, which can range from an email from the Administrative Service Director or City Manager to an amendment to this agreement.
3. RGS Advisors will:
 - Be reasonably available to perform the services during the normal work week.
 - Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.

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- Perform services remotely, or at Agency offices or at other locations at their discretion.



Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: 2022-09-13 St. Helena (2022-08-05) Amend #1.pdf

Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Anna Marie Will

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P.O. Box 1350

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Carmel Valley, CA 93924

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

awill@rgs.ca.gov

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Holder: Anna Marie Will

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awill@rgs.ca.gov

Signer Events

Anil Comelo, St. Helena City Manager

AComelo@cityofstheleena.org

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Anil Comelo, St. Helena City Manager

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Signature Adoption: Pre-selected Style

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Viewed: 9/21/2022 9:25:22 AM

Signed: 9/21/2022 9:25:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cindy Tzaopoulos, St. Helena City Clerk

ctzaopoulos@cityofstheleena.org

Security Level: Email, Account Authentication
(None)

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Cindy Tzaopoulos, St. Helena City Clerk

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Signature Adoption: Pre-selected Style

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Signed: 9/21/2022 9:58:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ethan Walsh, St. Helena City Attorney

Ethan.Walsh@bbklaw.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Ethan Walsh, St. Helena City Attorney

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Signed: 9/19/2022 8:10:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Richard Averett

raverett@rgs.ca.gov

Executive Director

ra

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Richard Averett

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Signature Adoption: Pre-selected Style

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Approval of a Resolution Identifying and Authorizing the Source of Funding for the Second Installment Payment to Hall Vineland, LLC and Hall Vista, LLC per the Terms of the Settlement Agreement. Specifically, (1) a Budget Increase of \$100,000 to the Water Operations Fund (Fund 561) and (2) authorize use of the Water Operations Fund Balance (Fund 561) of the Same.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Reviewed By: Mandy Kellogg, Administrative Services Director

Approved By: Anil Comelo, City Manager

BACKGROUND

On December 14, 2021, City Council authorized a Settlement Agreement with Hall Vineland, LLC and Hall Vista, LLC. The fiscal impact of this agreement was an initial payment of \$450,000, followed by five annual payments of \$100,000, for a total payment of \$950,000, without interest. The second payment of \$100,000 is due on December 30, 2022 and the source of the funding had not been identified. This action simply makes clear the source of the payment.

DISCUSSION

During the FY 2022-23 budget process, the payment of \$100,000 was referenced; however this amount was not included in the FY 2022-23 Adopted Budget.

In order to make the payment, staff is recommending City Council authorize a budget increase of \$100,000 to the Water Operations Budget and authorize use of Water Fund balance of the same.

FISCAL IMPACT

The fiscal impact is a budget increase to the Water Fund Operations budget of \$100,000 and use of Water Fund balance. Table 1 provides the estimated 6/30/23 Water Fund balance with this budget increase.

Table 1: Water Operations Estimated Fund Balance

Estimated Ending Fund Balance @ 6/30/22		\$3,203,345	Fund Balance %
Estimated Revenue @ 6/20/23	\$6,625,840		
Estimated Expenses @ 6/30/23*	(\$7,531,831)		
Estimated Fund Balance		\$2,297,354	31%

*Expenses include the recommended budget adjustment for Raftelis for services related to the Utility Rate Study which is included in a separate staff report to City Council on 12/13/22.

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-_____

RESOLUTION IDENTIFYING AND AUTHORIZING THE SOURCE OF FUNDING FOR THE SECOND INSTALLMENT PAYMENT TO HALL VINELAND, LLC AND HALL VISTA, LLC PER THE TERMS OF THE SETTLEMENT AGREEMENT. SPECIFICALLY, (1) A BUDGET INCREASE OF \$100,000 TO THE WATER OPERATIONS FUND (FUND 561) AND (2) USE OF WATER OPERATIONS FUND BALANCE (FUND 561) OF THE SAME.

RECITALS

- A. The City has traditionally amended its budget during the year as new and updated information becomes available; and
- B. It is necessary to increase expenses in the Water Operations Fund (Fund 561) for the second installment payment to Hall Vineland, LLC and Hall Vista, LLC per the settlement agreement approved by City Council on December 14, 2021.

RESOLUTION

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

- 1. Adoption of this resolution is not subject to CEQA; and
- 2. Authorizes budget adjustments to the following:
 - a. Budget increase of \$100,000 to the Water Operations Fund
 - b. Use of Water Operations Fund Balance of the same.

Approved at a Regular Meeting of the St. Helena City Council on December 13, 2022, by the following vote:

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

APPROVED:

ATTEST:

Goeff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: November 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: April Mitts, Assistant 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 November 2022. The water produced for November 2022 is down by -32% when compared to November 2021 and is down -59% compared to the average of November 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	November 2021 (Acre-Feet)	November 2022 (Acre-Feet)
Bell Canyon	60	32	44
Stonebridge Wells	23	41	10
Napa Water	53	8	1
Total	136	81	55

Percent change from November 2021: -32%

Percent change from average of November 2018 - 2020: -59%

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 December 1, 2022, Bell Canyon Reservoir elevation was at 409.04 feet representing approximately 1,471 acre feet (AF) and 61.73% 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 December 1st in 2020, 2021, and 2022.

Year	2020	2021	2022
Bell Canyon Elevation Level	399.47 Ft.	413.54 Ft.	409.04 Ft.
Acre Feet	921 AF	1,765 AF	1,471 AF
Percent Capacity	38.64%	74.08%	61.73%

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 receiving one.

Due to the ongoing drought conditions, Phase I Water Emergency remains in effect, even though Bell Canyon Reservoir level is above the level when Council initially called for Phase I conservation. 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 November 2022, Rutherford Pump Station was producing an average of 0.0093 MG/day for a total of 0.86 acre feet (AF) for the month.

ATTACHMENTS

[MWR November 1-30 2022 #2](#)

[Attachment 2 - November Bell Canyon Water Storage Forecast](#)

[Attachment 3 - November Bell Canyon Reservoir Storage With Phase I II](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

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

November 1-30, 2022

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	44.21	10.13	0.02	0.86	-0.44
AMOUNT PRODUCED in MG	14.40	3.30	0.01	0.28	-0.14
PERCENT	80.7%	18.5%		1.6%	-0.8%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	45.42 MG	26.29 MG
MAXIMUM DAILY PRODUCED	3.45 MG	2.33 MG
MINIMUM DAILY PRODUCED	0.66 MG	0.57 MG
AVERAGE DAILY PRODUCED	2.05 MG	1.23 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	287.45 AF	46.6%	137.53 AF	23.3%
	79.23 MG		44.80 MG	
NAPA WATER	191.78 AF	31.1%	217.85 AF	37.0%
	62.19 MG		70.96 MG	
STONEBRIDGE POTABLE WELLS	137.31 AF	22.3%	233.67 AF	39.7%
	44.72 MG		76.11 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	616.54 AF	100.0%	589.05 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.00 MG/Nov 1 -30	0.11 MG/Nov 1-30
NAPA VALLEY COLLEGE	0.00 MG/Nov 1 -30	0.0506 MG/Nov 1-30

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	409.04 FT.	413.54 FT.
MONTHLY RISE OR DROP	-0.53 FT.	-1.02 FT.
CAPACITY AT END OF PERIOD	1471.00 AF	1765.00 AF
PERCENT OF FULL CAPACITY	61.7 %	74.1 %
RAINFALL IN THIS PERIOD	1.02 IN	1.85 IN
TOTAL RAINFALL SEASON TO DATE	2.16 IN	13.59 IN

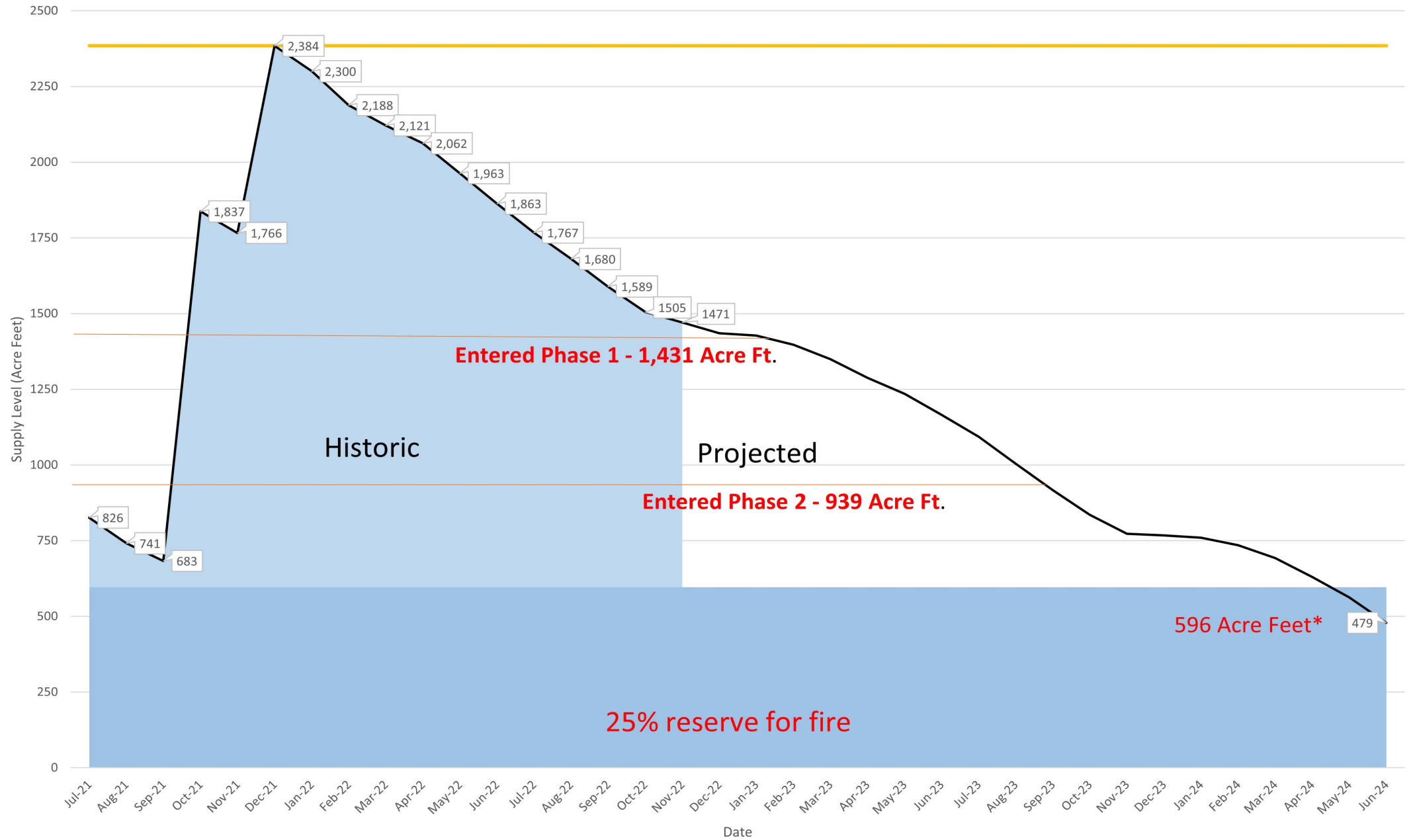
TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	43 - 66	43 - 73
AVERAGE	54	56

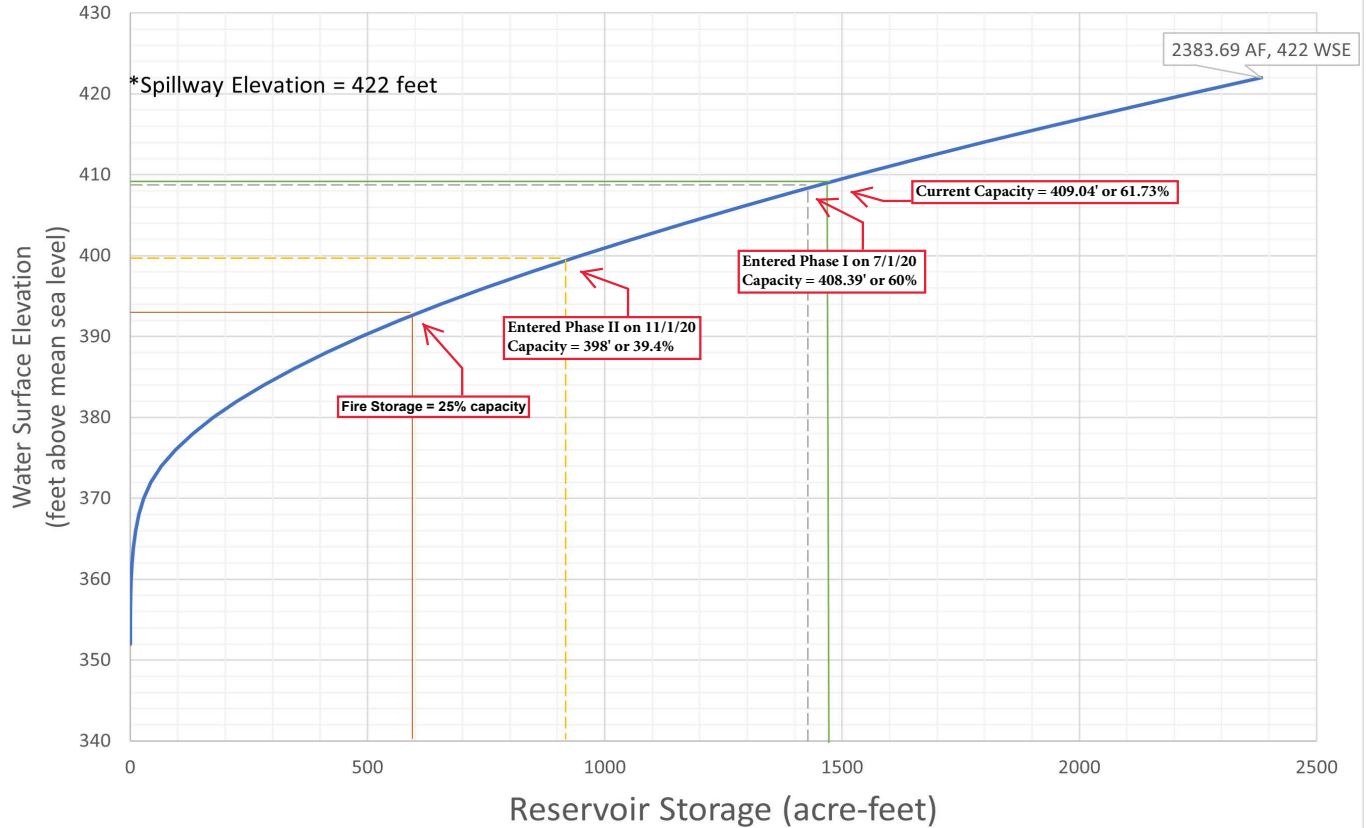
REMARKS

City of Napa Water Delivery: RPS producing an average of 0.0093 MG/day during November 2022.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.
Updates will be provided if any errors are identified.

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



Bell Canyon Reservoir Stage-Storage Relationship





Report to the City Council
Regular City Council - 13 Dec 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 8, 2022 St. Helena General Municipal Election

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City Council adopted Resolution 2022-68 on July 26, 2022 calling and giving notice of a General Municipal Election to be held on November 8, 2022.

DISCUSSION

A General Municipal Election was held and conducted in the City of St. Helena, on Tuesday, November 8, 2022, as required by law. Two Mayoral candidates included Paul Dohring and Eric Hall; three Council Member candidates included incumbent Anna Chouteau, as well as Billy Summers and Amy Beaudine.

On December 2, 2022, the Napa County Registrar of Voters canvassed the vote and certified the final count, the results are attached as "Exhibit A". Anna Chouteau and Billy Summers were successful in their bids for four-year term Council seats; Paul Dohring was successful in his bid for Mayor for a two year-term.

Elections Code 10263 provides that upon completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the election of other matters that are enumerated in Election Code 10264 as follows:

As soon as the result of the election is declared, the elections official of the governing body shall enter on its records a statement of the result:

The statement shall show:

1. The whole number of votes cast in the city.
2. The names of the persons voted for.
3. The measures voted upon.
4. For what office each person was voted for.
5. The number of votes given at each precinct to each person and for and against each measure.
6. The number of votes given in the city to each person and for and against each measure.

FISCAL IMPACT

The FY 2022/23 Adopted Budget includes \$40,000 for Election Expenses. The actual costs for the consolidation of the election are not known at this time.

RECOMMENDED ACTION

Adopt the resolution accepting the certification of the vote for Mayor and Council Members.

ATTACHMENTS

[Attachment 1 - Resolution General Municipal Election](#)

[Attachment 2 - Exhibit A - City of St Helena-Mayor and Council](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022-

A Resolution of the City Council of the City of St. Helena California, Reciting the Fact of the General Municipal Election Held on November 8, 2022 Declaring the Results and Such Other Matters as Provided by Law

WHEREAS, a General Municipal Election was held and conducted in the City of St. Helena, California, on Tuesday, November 8, 2022, as required by law; and

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

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

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

SECTION 1. That the whole number of ballots cast in the precincts in the City was a total of 3466 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Mayor are as follows:

- Paul Dohring
- Eric Hall

That the names of persons voted for at the election for Member of the City Council are as follows:

- Anna Chouteau
- Billy Summers
- Amy Beaudine

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that: Paul Dohring was elected as Mayor for the full term of two years; Anna Chouteau and Billy Summers were elected as Member of the City Council for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Approved at a Regular Meeting of the St. Helena City Council on December 13, 2022, by the following vote:

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

APPROVED:

ATTEST:

 Geoff Ellsworth, Mayor

 Cindy Tzafopoulos, City Clerk

**Napa County Statement of Vote
November 8, 2022**

Mayor City of St Helena (Vote for 1)

Precinct	Registered Voters	Total Ballots Cast	Turnout	Total Votes	PAUL J. DOHRING	ERIC HALL
3720660	790	532	67%	506	285	221
3720661	545	417	77%	398	205	193
3720662	701	532	76%	500	248	252
3720663	676	478	71%	458	267	191
3720664	459	276	60%	259	135	124
3720665	295	236	80%	225	135	90
Countywide Total	3,466	2,471	71%	2,346	1,275	1,071
4th Congressional District	3,466	2,471	71%	2,346	1,275	1,071
4th Assembly District	3,466	2,471	71%	2,346	1,275	1,071
3rd Senate District	3,466	2,471	71%	2,346	1,275	1,071
2nd Dist, Board of Equalization	3,466	2,471	71%	2,346	1,275	1,071
3rd Supervisor District	3,466	2,471	71%	2,346	1,275	1,071
City of St Helena	3,466	2,471	71%	2,346	1,275	1,071

**Napa County Statement of Vote
November 8, 2022**

City Council City of St Helena (Vote for 2)

Precinct	Registered Voters	Total Ballots Cast	Turnout	Total Votes	AMY BEAUDINE	ANNA CHOUTEAU	WILLIAM "BILLY" SUMMERS
3720660	790	532	67%	684	138	358	188
3720661	545	417	77%	544	89	316	139
3720662	701	532	76%	760	166	394	200
3720663	676	478	71%	682	152	369	161
3720664	459	276	60%	378	69	213	96
3720665	295	236	80%	320	62	178	80
Countywide Total	3,466	2,471	71%	3,368	676	1,828	864
4th Congressional District	3,466	2,471	71%	3,368	676	1,828	864
4th Assembly District	3,466	2,471	71%	3,368	676	1,828	864
3rd Senate District	3,466	2,471	71%	3,368	676	1,828	864
2nd Dist, Board of Equalization	3,466	2,471	71%	3,368	676	1,828	864
3rd Supervisor District	3,466	2,471	71%	3,368	676	1,828	864
City of St Helena	3,466	2,471	71%	3,368	676	1,828	864

Cindy Tzaopoulos

From: barbara A monnette <matildabologne@yahoo.com>
Sent: Sunday, December 11, 2022 10:54 PM
To: Cindy Tzaopoulos
Subject: [External] appreciation for Geoff Ellsworth

Cindy,

I will be unable to attend Tuesday's City Council Meeting, during which our outgoing mayor will be honored. I am hoping that this letter will reach him, either in his packet, or by being read aloud.

There are so many ways that Geoff has earned my gratitude, not the least of which is his sincere, honest integrity, that engendered the kind of trust necessary for our form of government to work.

I especially want to thank Mayor Ellsworth for his courageous pursuit of accuracy and accountability regarding the Upper Valley Disposal Land fill operations. His tenacity and righteous pursuit of justice while working to protect the community from toxic waste, wild fires and other concerns, is worthy of admiration and accolades.

Thank you for working so hard for the well being of St. Helena as Council Member, and Mayor.

You're the best.

Bobbi Monnette

Sent from [Mail](#) for Windows

Cindy Tzaopoulos

From: Alexandra Boeving Allen <alex@valleypsychology.org>
Sent: Monday, December 12, 2022 2:17 PM
To: cityclerk
Subject: [External] letter in support of Anna Chouteau for Vice Mayor

Dear Mayor Dohring and Members of the City Council of Saint Helena,

I am writing in strong support of the nomination of Anna Chouteau to be our Vice Mayor. Anna has been on the Council for four years and recently won re-election with a resounding majority, indicating voters' confidence in her continued leadership for our town. Anna has served during the incredible challenges presented by the pandemic, fires, and a changing climate that challenges housing and water supply. Anna has a graduate degree in organizational development and her leadership reflects her refined knowledge and practice of bringing perspectives together to find common solutions. She is an exceptional leader who never wavers in her kind and compassionate leadership style, listening to all voices with respect and bringing dignity to the political process. She is responsive, engaged, and a tireless advocate for the needs of families in our community. Aside from all the reasons that Anna Chouteau is the best candidate for the position of Vice Mayor, it is also critical to espouse gender equity and promote leadership opportunities for women in our city government. Thank you for considering my comment in strong support of Anna Chouteau as our next Vice Mayor.

Warm wishes,
 Alexandra Allen

Alexandra Boeving Allen, PhD

Clinical Psychologist, CA #30046

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December 12, 2022

St. Helena City Council
1572 Railroad Avenue
St. Helena, CA 94574

Dear St. Helena City Council and Mayor-elect Paul Dohring:

We are writing to convey our support for the appointment of Anna Chouteau as vice-mayor.

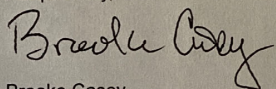
As the longest-serving council member, she is the clear choice. The community support for her is unquestionable, as was illustrated in the election.

On city council, her record shows that her collaborative nature and tireless commitment to city issues render her an invaluable member. She is diligent, organized and enthusiastic while part of any team. It is this capacity for collaboration that will be one of her most important assets in the position of supporting the mayoral role.

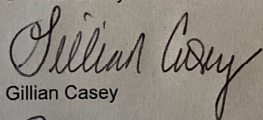
Over the years, each of us has had the great privilege of knowing Anna and working with her in various capacities. As community members, we value Anna in terms of both her approachability and the fact that she shows up, time and time again. She attends nearly every community event and participates in such a broad swath of city activities that her knowledge of what is happening in this town is unmatched. It is this quality that we find particularly critical; she is truly involved and that lends her a perspective ideal in the vice-mayor role. Her approachability is a trait that serves as a liaison between citizens and city government. This relationship is democracy in action, and is a skill vital to the healthy function of any community.

We know you'll make the right choice and we look forward to St. Helena's future in the hands of this strong leadership.

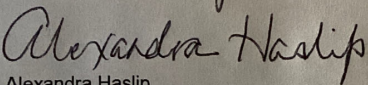
Respectfully,



Brooke Casey



Gillian Casey



Alexandra Haslip

December 13, 2022

Re: Appointment of Vice-Mayor

Dear Mayor Dohring and St. Helena City Council:

We are writing in support of Anna Chouteau's appointment to Vice-Mayor for the City of St. Helena.

There are numerous reasons Anna is the best candidate for this position at this time.

Apart from the Mayor, she will have seniority on the Council and has completed her first full term. Her four years on the Council have demonstrated tremendous energy and commitment to the job along with an ability to work with staff, council and community equally well. Her leadership skills are collaborative and thoughtful. Her knowledge of local and county issues and where the two overlap is deep and broad.

Equally important is the fact that Anna is the only woman on the Council and a council member with children in our schools. Her appointment would demonstrate equity and provide broader community knowledge and connections.

It is also worth noting that Anna received more votes than all other candidates for any position on City Council.

Respectfully submitted,

Susan Kenward, Loraine Stuart, Sue Wollack
for
Progressive Women of Napa Valley

Cindy Tzafopoulos

From: Lars Bjorkman <larsb77@hotmail.com>
Sent: Monday, December 12, 2022 2:33 PM
To: cityclerk; CityCouncil
Cc: achouteau@gmail.com
Subject: [External] Please nominate Anna Chouteau for Vice Mayor of St. Helena

Dear St. Helena City Council-

My name is Molly Bjorkman. I have two children that attend St. Helena schools. My husband and I live in Calistoga and work in Oakville and St. Helena and we regularly drive to Napa for youth sports. What happens in the towns of Napa, Yountville, Oakville, Rutherford, St. Helena, and Calistoga has a big impact on our lives. This is one of the reasons that I am writing to you today.

Over the last several years, I have witnessed the hard work that Anna Chouteau has done for the town of St. Helena as a member of the city council. Anna understands the importance of working together with other communities because what happens in the other towns previously mentioned also affects what happens in St. Helena. Anna understands the challenges facing St. Helena and the surrounding communities and she is willing to work hard to make a difference, using positivity, trust, and community building. Anna is what we want more of in our leaders. That is why I am asking you to select her as Vice Major of St. Helena. I know that she will continue to bring people together to accomplish the many tasks on the to-do list of not just the town of St. Helena, but the to-do list of the broader Napa Valley. We are lucky to have Anna on the city council and lucky to have her representing the city of St. Helena. Please select her as Vice Major of St. Helena.

Most sincerely,
Molly Bjorkman
1524 Harley St.
Calistoga, CA 94515