



City of St. Helena
Regular City Council Meeting
Tuesday, January 24, 2023 @ 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@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

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

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

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

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

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Lester Hardy, Billy Summers
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.

5.1. [Public Comment.Greg Reynolds](#)

7

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. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Presentation from David Morrison, Interim Napa County Executive Officer (CEO) on Napa County Regional 2019 Community Greenhouse Gas Inventory Update Summary and the Napa County Regional Greenhouse Gas Inventory Forecast (2019-2030)

9 - 25

[Presentation](#)

8. STAFF BRIEFING

8.1. None

9. CONSENT ITEMS

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

9.1. Consideration and proposed approval of a resolution authorizing the payment for the rental of heavy equipment in the amount not to exceed of \$35,000 from Sunbelt Rentals.

27 - 30

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

Approval of a resolution authorizing the payment for the rental of heavy equipment in the amount not to exceed of \$35,000 from Sunbelt Rentals.

[Staff Report - Pdf](#)

9.2. December 2022 Review and Forecasting of City Water Supply Availability

31 - 36

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and File

[Staff Report - Pdf](#)

9.3. Adopt resolution authorizing: (1) City Manager to execute Amendment No. 1 to the Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail for the design of the segment between the cities of Calistoga and St. Helena; (2) a budget increase of \$15,403 to 101-5000-2145; (3) use of General Fund balance in the

37 - 56

amount of \$15,403; (4) a budget increase of \$63,847 to 241-5000-2145; and use of Fund 241 Measure T Class I Trails Fund Balance of \$63,847.

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Approve the Resolution "Adopt resolution authorizing: (1) City Manager to execute Amendment No. 1 to the Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail for the design of the segment between the cities of Calistoga and St. Helena; (2) a budget increase of \$15,403 to 101-5000-2145; (3) use of General Fund balance in the amount of \$15,403; (4) a budget increase of \$63,847 to 241-5000-2145; and use of Fund 241 Measure T Class I Trails Fund Balance of \$63,847"

[Staff Report - Pdf](#)

- 9.4. Quarterly Grant Report for FY 2023 Q2 for the period ending December 31, 2022. 57 - 64

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Receive and file report.

[Staff Report - Pdf](#)

- 9.5. Consideration and proposed adoption of a resolution authorizing: (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$55,843.93 to provide Flood Protection Project Related Assistance; (2) a budget increase of \$55,843.93 to 700-4000-2999 and use of fund balance of the same; and (3) a revenue increase of \$55,843.93 to 741-3998-0000. 65 - 92

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Approve the attached Resolution.

[Staff Report - Pdf](#)

- 9.6. Consideration and proposed approval to adopt a resolution authorizing: (1) City Manager to execute financial agreements, real estate, right of way and application documents associated with the One Bay Area Grant (OBAG) program. 93 - 95

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Adopt the attached resolution.

[Staff Report - Pdf](#)

- 9.7. Accept Annual Integrated Pest Management Report for Calendar Year 2022 97 - 100

CEQA Determination: Not a CEQA project

Prepared By: Carlos Uribe, Assistant Public Works Operations Manager
Recommendation:
Receive and File 2022 Annual Integrated Pest Management Report
[Staff Report - Pdf](#)

10. PUBLIC HEARINGS

10.1. None

11. OLD BUSINESS

11.1. Actionable Items to Respond to and Prepare for Climate Change 101 - 151

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Provide direction to staff.
[Staff Report - Pdf](#)

12. NEW BUSINESS

12.1. Water Penalty Appeal - Duane and Susan Hoff 153 - 171

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$251,379.28
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

[Staff Report - Pdf](#)

12.2. Water Penalty Appeal - Eliot Fried 173 - 186

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$19,228.30
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

[Staff Report - Pdf](#)
[Public Comment.Eliot Fried](#)

12.3. Water Penalty Appeal - Isabel Ayau 187 - 194

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$10,524.26
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

[Staff Report - Pdf](#)

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for February 14, 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 January 20, 2023.



Cindy Tzaferopoulos, 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.

Cindy Tzaopoulos

From: Vineyard Valley MHP <vineyardvalleymhp@gmail.com>
Sent: Tuesday, January 24, 2023 12:02 PM
To: Public Comment
Subject: [External] Vineyard Valley Thank You

Please read the following into the minutes of tonight's City Council Meeting:

To Mayor Dohring, Vice Mayor Eric Hall, Councilmembers Anna Chouteau, Lester Hardy, Billy Summers

On behalf of the Vineyard Valley community this is to commend and thank the Public Works crew who worked through the night and into the early morning to repair the Pope Street water line and the street so that water could be restored and the entrance to Vineyard Valley re-opened. Thank you to the St. Helena Police Department, Fire Department and Public Works for making the gravel road that exits from the Del Rio gate safer for our residents to navigate by placing cones, lighting and detour signs along the way. Your extraordinary efforts are greatly appreciated by the residents of Vineyard Valley

Many Thanks!

Greg Reynolds

Managing Partner

Vineyard Valley

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Climate Action Committee



A Tradition of Stewardship
A Commitment to Service

Outline



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- CAC Historical Overview
- Summary of greenhouse gas (GHG) local inventory and forecast.
- Review of State and local actions.
- Examples of other regional climate planning.
- Questions and discussion for elected officials to consider.

Historical Overview



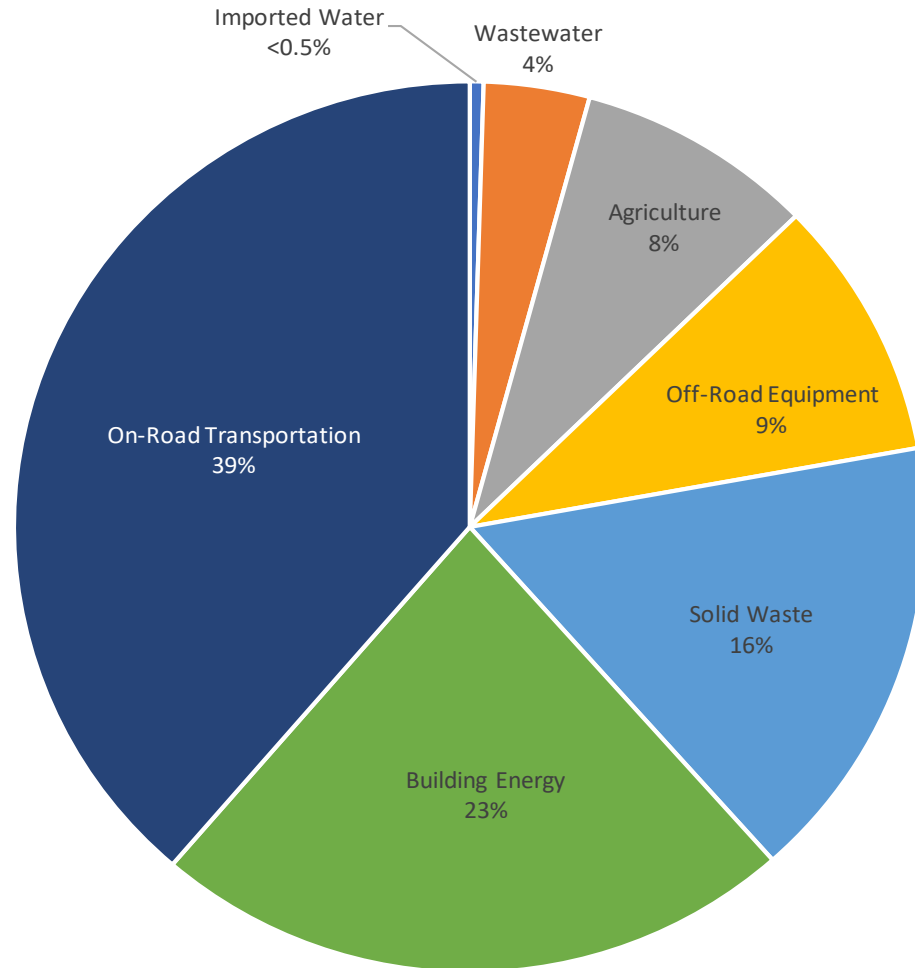
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- Began meeting in 2019
- Governance: 2021 Joint Powers Agreement
 - 2 elected officials from each jurisdiction (12 total members)
 - Staffed by Napa County as Administering Agency
 - County pays 35% with remainder funded proportionally by jurisdiction
- Purpose: To establish a collaborative framework to reduce greenhouse gas emissions and limit future adverse effects of climate change
- Accomplishments: BAAQMD grant; Greenhouse gas (GHG) local inventory and forecast
- Initiatives: Regional Climate Action Plan; memos on carbon sequestration and short-lived climate pollutants

What are the regional GHG sources?



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What are the main sources by sector?



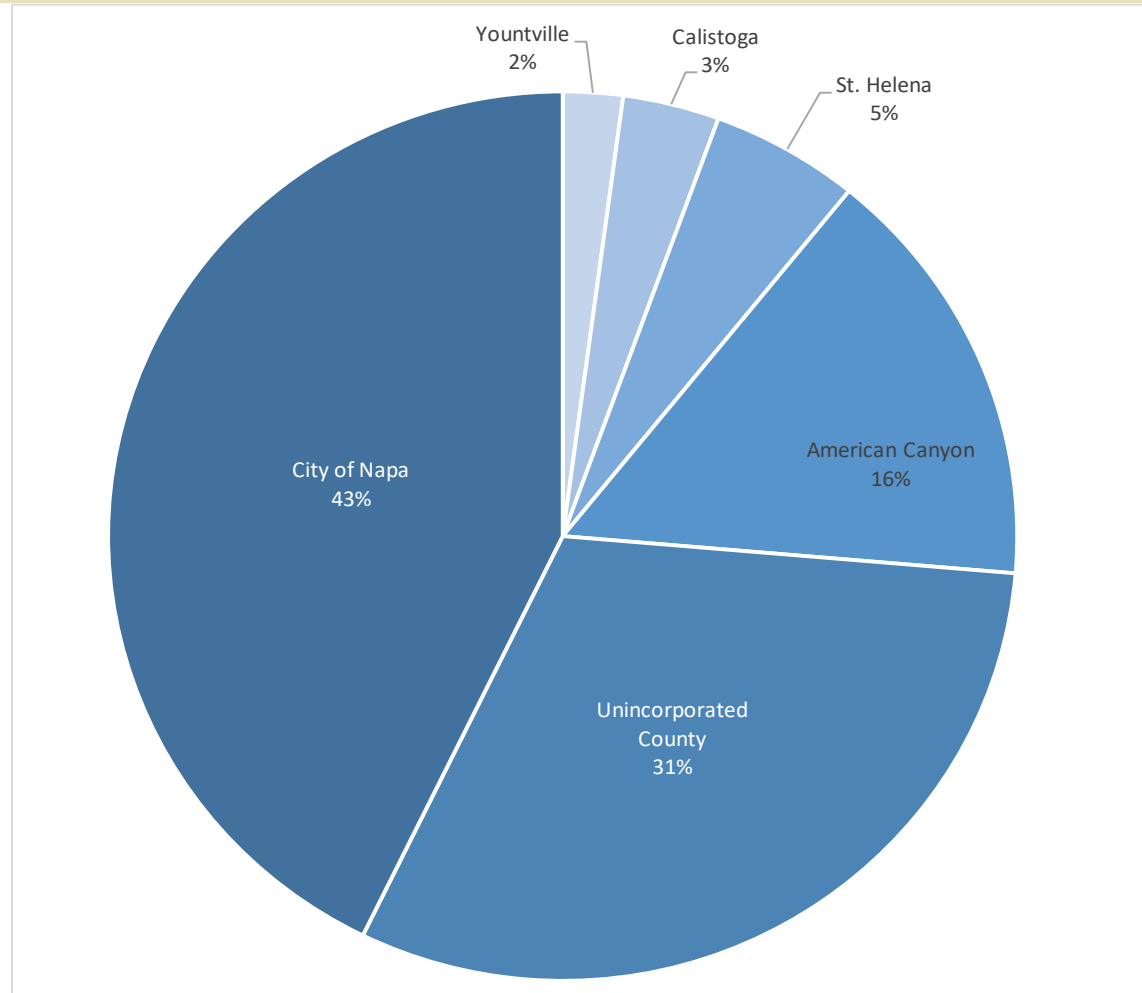
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- 75% of building energy emissions are from natural gas.
- 67% of on-road transportation emissions are from commercial vehicles
- Solid waste includes historic garbage deposited at the two landfills located in the unincorporated County
- 25% of off-road equipment emissions are from lawn and garden equipment
- 46% of agricultural emissions are from off-road equipment

Where do GHG emissions occur?



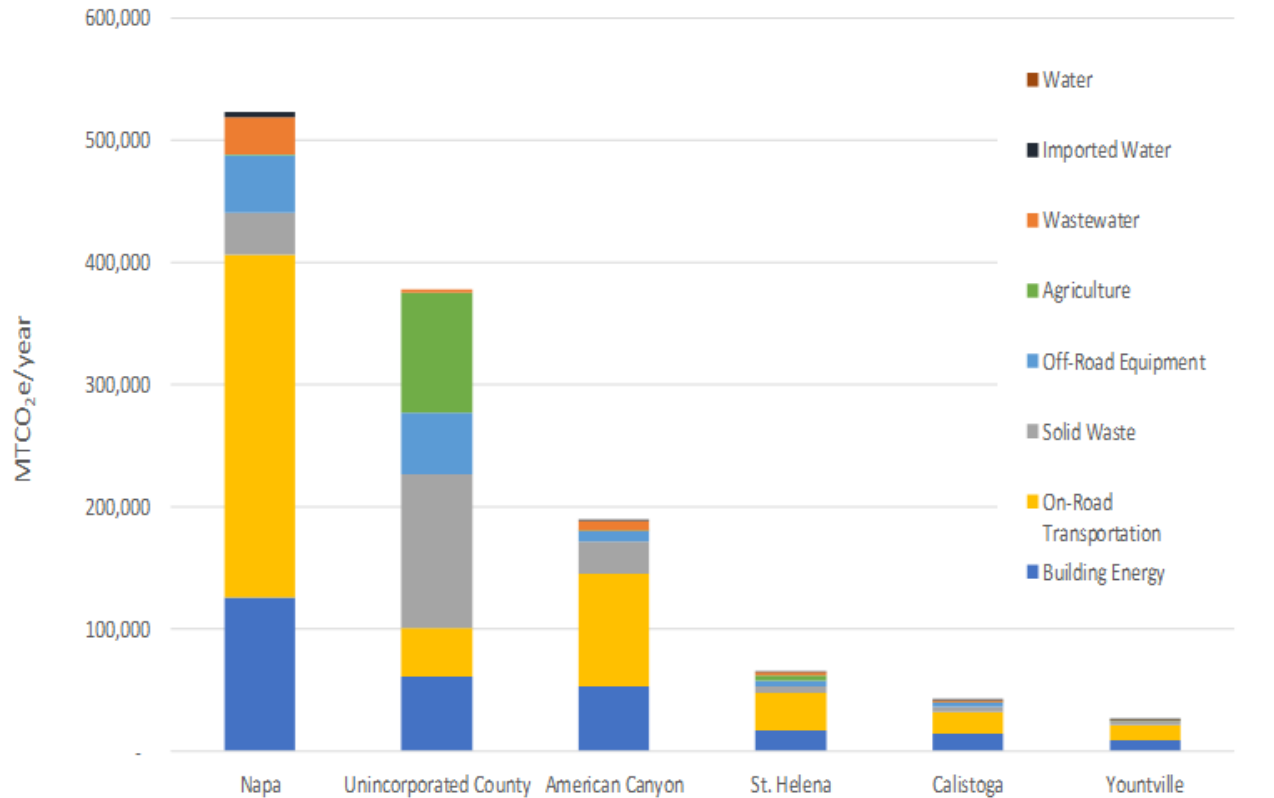
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How do jurisdictions vary?



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City of St. Helena



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2019 Napa County Regional Greenhouse Gas Inventory by Jurisdiction and Sector (MTCO₂e/year)

Emissions Sector	American Canyon	Calistoga	Napa	St. Helena	Yountville	Unincorporated County	Total
On-Road Transportation	91,830	17,184	280,533	30,661	12,404	40,063	472,677
Building Energy	53,432	24,450	125,346	16,766	8,532	61,068	2279,592
Solid Waste	25,938	4,981	34,236	5,676	2,601	125,429	198,862
Off-Road Equipment	8,998	2,880	47,238	4,502	1,328	50,602	115,548
Agriculture	154	274	1,086	4,415	75	97,378	103,381
Wastewater	7,822	1,994	29,542	2,270	1,040	3,191	45,858
Imported Water	983	229	4,383	285	65	-	5,943
Total	189,156	41,990	522,363	64,575	26,047	377,731	1,221,861
Emissions per capita	9.0	7.9	6.6	10.6	9.3	15.1	8.8
Emissions per SP	7.0	5.1	4.0	5.4	6.7	6.8	5.2
Transportation Emissions per capita	2.5	2.7	1.6	2.8	3.1	2.4	2.0

Notes: MTCO₂e/year = metric tons of carbon dioxide equivalent per year. SP = service population (population + jobs) (See Table 6).

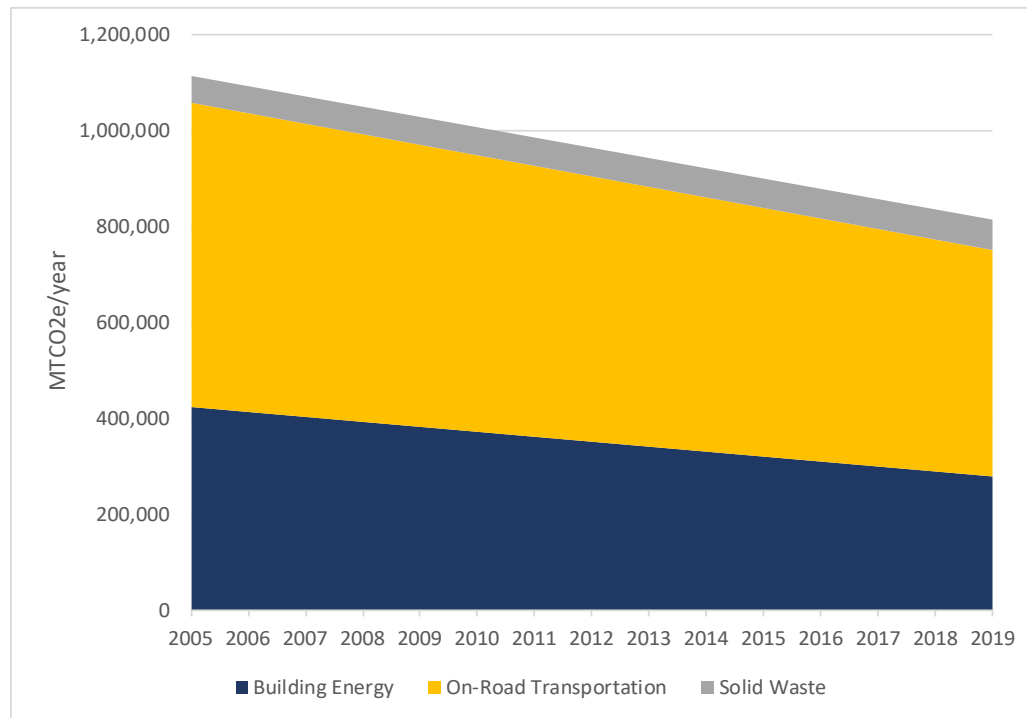
Source: Prepared by Ascent Environmental in 2022.

How does 2019 compare with 2005?

- 26% decrease in on-road vehicle emissions.
- 34% decrease in building energy.
- 17% increase in solid waste.
- 27% total decrease in these three sectors.



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What does 2030 look like?

With State/Federal legislation, we will see:

- 5% decrease in total GHG emissions.
- Decreases will occur in imported water (-24%); on-road transportation (-22%); and agriculture (-11%).
- Increases will occur in wastewater (16%), solid waste (13%), off-road equipment (13%), and building energy (3%).

Without State/Federal legislation, total emissions will be 17% higher in 2030 than in 2019.

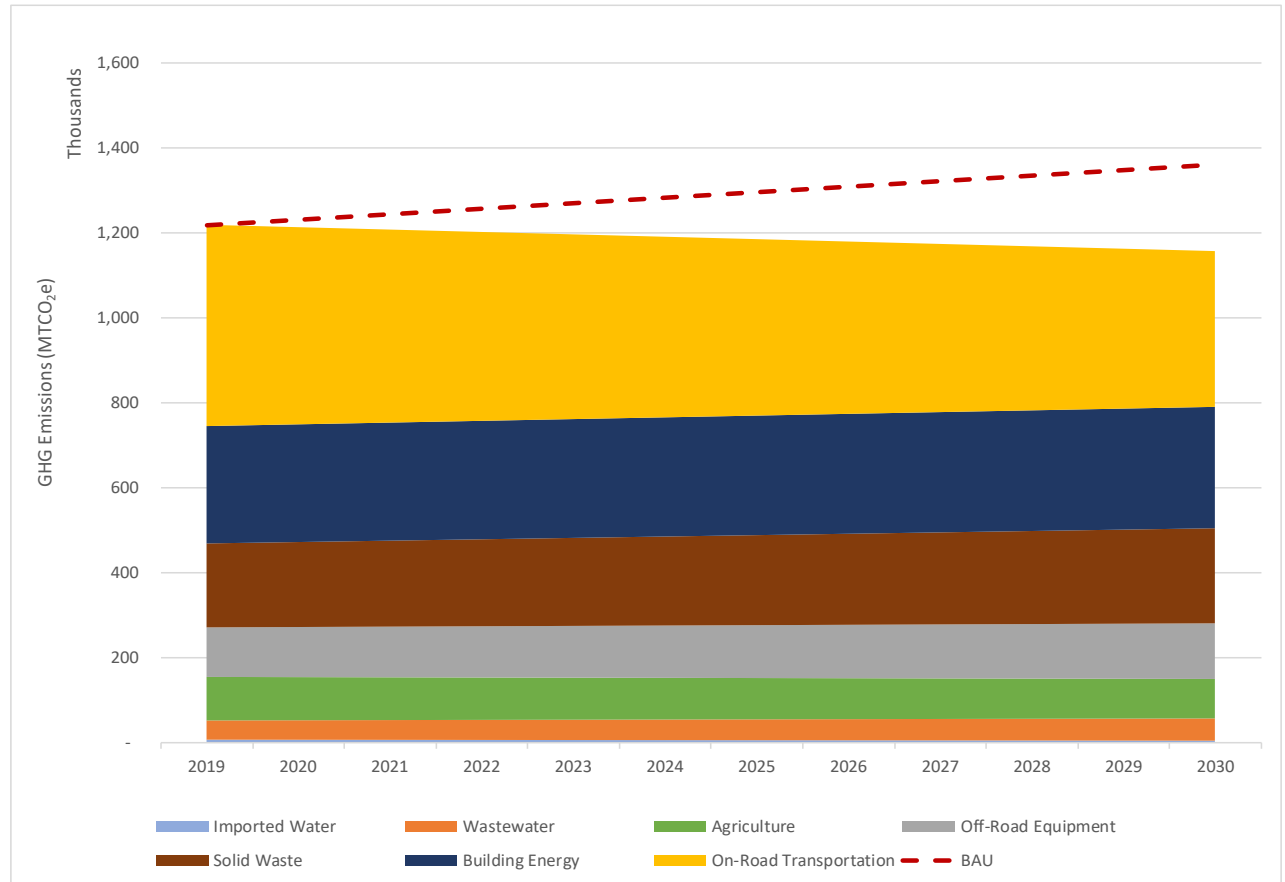


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What does 2030 look like?



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What is the State doing?

- **Governor**

- Achieve statewide carbon neutrality as soon as possible, and no later than 2045 (AB 1279).
- Create clean electricity targets of: 90% by 2035; 95% by 2040; and 100% by 2045 (SB 1020).
- Establish a regulatory framework for carbon removal and carbon capture, utilization and sequestration (SB 905 and 1314).
- Develop an achievable carbon removal target for natural and working lands (AB 1757).



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What is the State doing?

- **California Air Resources Board** 2022 Climate Scoping Plan calls for:
 - 100% of light/medium trucks sales are EV by 2040;
 - 20% of aviation fuel is met by batteries or hydrogen by 2045;
 - All electric appliances in new buildings by 2026 (residential) and 2029 (commercial);
 - 25% of ag and construction equipment electric by 2030 and 75% by 2045;
 - 100% locomotive sales electric by 2035;
 - 20% of ag must be organic by 2045; and
 - Protect 2.5 million acres of forest and grassland annually from land conversion.



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What is local government doing?

All jurisdictions are required by law to:

- Address 'climate adaptation and resilience' in their Safety Element (Senate Bill 379), but only 40% have complied).
- Address 'climate change' through the California Environmental Quality Act (CEQA), both at the project and the cumulative level.
- Implement new construction standards through updated Building Codes.
- A Climate Action Plan is not required, although 30% of cities and counties have adopted one.



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What is local government doing?



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Each of the cities, town, and county in Napa have:

- Adopted individual Climate Action Plans or are in the process of preparing/updating plans.
- Adopted a Climate Emergency Proclamation.
- Participate in and fund the Napa Countywide Climate Action Committee.
- Provide public outreach and education on green and sustainable programs.
- Implement a variety of energy efficiency and GHG reduction activities appropriate for their individual community.

What are other regions doing?



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- **Regional Climate Protection Authority (2009)** – Provides or information and collaboration for the county and 9 cities.
- **Regional Climate Action Plan (2019)** – Provides goal setting and collaboration for the county, 7 cities, and the Redwood Coast Energy Authority.
- **Tahoe Regional Planning Agency (1969)** – Provides a plan for 2 states, 4 counties, 2 cities, and a Presidential appointee to implement.
- **San Diego Association of Governments (2010)** – Provides climate information and planning for the county and 19 cities.

Questions



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- Does the City of St. Helena support having the Climate Action Committee pursue grants, and develop a scope of work and budget to prepare a Regional Climate Action Plan?
- Are there any questions for staff?



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution authorizing the payment for the rental of heavy equipment in the amount not to exceed of \$35,000 from Sunbelt Rentals.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Public Works Assistant Engineer

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

Approved By: Anil Comelo, City Manager

BACKGROUND

One component of the water treatment process at the City of St. Helena's Water Treatment Plant (WTP) utilizes large filter basins to clarify the water. During the course of water production, these filters are frequently backwashed to purge sediment accumulation. This sediment, referred to as sludge, is transferred to large concrete basins, where the sludge is allowed to settle and accumulate over time.

Routinely the WTP budgets for a project to remove the sludge from the basins and dispose the sludge in the landfill. Many components are needed to accomplish this including renting heavy equipment, removing the sludge, allowing the sludge to dry, loading the sludge in receptacles, and transferring to the landfill.

City staff coordinated the heavy equipment rental with Sunbelt Rentals, WTP staff self-performed the removal from the basins and loading into waste bins, and Upper Valley Disposal provided the transportation and disposal services. This was completed in November 2022.

DISCUSSION

A purchase order was secured for the rental of the heavy equipment from Sunbelt Rentals in the amount of \$13,453.79. This balance was subsequently exhausted as the heavy

equipment remained at the WTP and was utilized in all phases of the project spanning several months, i.e. May to November 2022. The City has been unable to submit payment for the remaining balance to Sunbelt as the outstanding balance exceeds signatory approval.

FISCAL IMPACT

The adopted FY 2022-23 budget has allocated \$38,000 in Other Contract Services for the sludge removal project. This included cost associated with the heavy equipment rental and disposal.

RECOMMENDED ACTION

Approval of a resolution authorizing the payment for the rental of heavy equipment in the amount not to exceed of \$35,000 from Sunbelt Rentals.

ATTACHMENTS

[Attachment 1 Resolution Sunbelt Rentals](#)

CITY OF ST. HELENA

RESOLUTION No. 2023-

Resolution authorizing the payment to Sunbelt Rentals for the heavy equipment rental used for material removal and disposal at the water treatment plant in the amount of not to exceed \$35,000.00.

RECITALS

- A. The process for treating water at the City of St. Helena Water Treatment Plant includes the accumulation waste material; and
- B. On a biennial basis, the material is removed and disposed: and
- C. The costs associated with the sludge removal project including the heavy equipment rental, transport and disposal are budgeted in Fiscal Year 2022-23 from other contract services; and
- D. A purchase order was secured for the rental of the heavy equipment from Sunbelt Rentals in the amount of \$13,453.79; and
- E. This balance was subsequently exhausted as the heavy equipment remained at the WTP and was utilized in all phases of the project spanning several months, May to November; and
- F. Staff is recommending a change order to the Sunbelt Rentals purchase order for a total not-to-exceed amount of \$35,000.

RESOLUTION

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

1. Approves the payment to Sunbelt Rentals for the heavy equipment rental used for material removal and disposal at the water treatment plant in the amount of not to exceed \$35,000.00.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring:	_____
Vice Mayor Eric Hall:	_____
Council Member Anna Chouteau:	_____
Council Member Lester Hardy:	_____
Council Member Billy Summers:	_____

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: December 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

DISCUSSION

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."

FISCAL IMPACT

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 December 2022. The water produced for December 2022 is down by -12% when compared to December 2021 and is down -20% compared to the average of December 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	December 2021 (Acre-Feet)	December 2022 (Acre-Feet)
Bell Canyon	41	31	20
Stonebridge Wells	10	51	8
Napa Water	40	1	45
Total	92	83	73

Percent change from December 2021: -12%

Percent change from average of December 2018 - 2020: -20%

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 January 1, 2023, Bell Canyon Reservoir elevation was at 422.27 feet representing approximately 2,383.69 acre feet (AF) and 100% 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 January 1st in 2020, 2021, and 2022.

Year	2020	2021	2022
Bell Canyon Elevation Level	397.49 Ft.	422.39 Ft.	422.27 Ft.
Acre Feet	819 AF	2,383 AF	2,383 AF
Percent Capacity	34.4%	100%	100%

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 December 2022, Rutherford Pump Station was producing an average of 0.48 MG/day for a total of 45.62 acre feet (AF) for the month.

RECOMMENDED ACTION

Receive and File

ATTACHMENTS

[MWR December 1-30 2022](#)

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

[Attachment 3 - December Bell Canyon Water Storage Forecast](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

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

December 1-31, 2022

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	20.11	8.63	0.08	45.62	-0.44
AMOUNT PRODUCED in MG	6.55	2.81	0.03	14.86	-0.14
PERCENT	27.2%	11.7%		61.7%	-0.6%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	24.25 MG	28.07 MG
MAXIMUM DAILY PRODUCED	1.46 MG	1.28 MG
MINIMUM DAILY PRODUCED	0.70 MG	0.53 MG
AVERAGE DAILY PRODUCED	1.08 MG	0.76 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	307.56 AF	41.8%	169.02 AF	25.1%
	85.78 MG		55.06 MG	
NAPA WATER	282.71 AF	38.4%	219.03 AF	32.5%
	92.09 MG		71.35 MG	
STONEBRIDGE POTABLE WELLS	145.94 AF	19.8%	284.95 AF	42.3%
	47.53 MG		92.82 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	736.21 AF	100.0%	673.00 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.02 MG/Dec 1 -31	0.0001 MG/Dec 1-31
NAPA VALLEY COLLEGE	0.01 MG/Dec 1 -31	0.0012 MG/Dec 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	422.27 FT.	422.39 FT.
MONTHLY RISE OR DROP	13.23 FT.	8.88 FT.
CAPACITY AT END OF PERIOD	2383.00 AF	2383.00 AF
PERCENT OF FULL CAPACITY	100.0 %	100.0 %
RAINFALL IN THIS PERIOD	9.66 IN	8.45 IN
TOTAL RAINFALL SEASON TO DATE	11.82 IN	22.04 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	38 - 64	36 - 75
AVERAGE	51	55

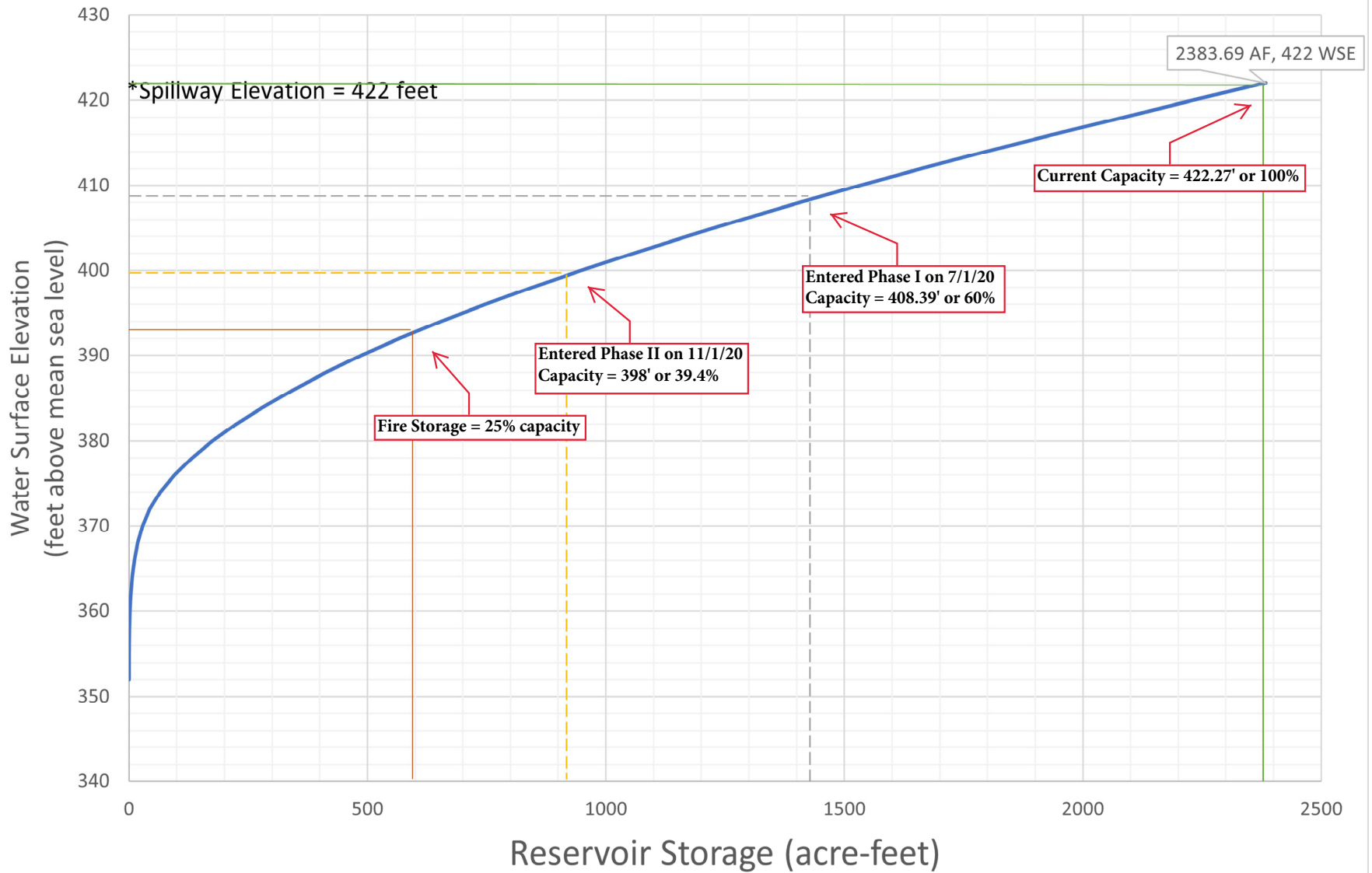
REMARKS

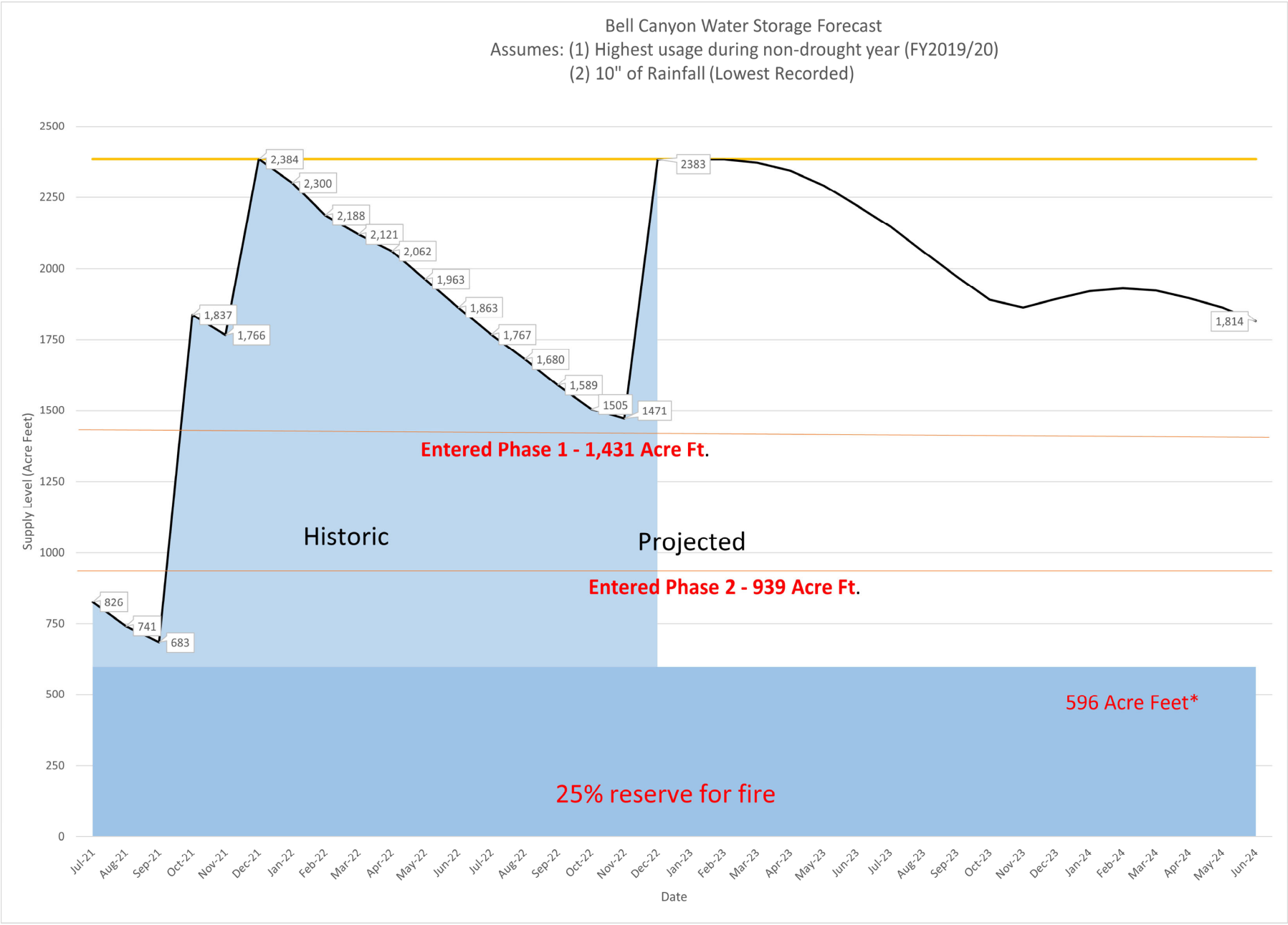
City of Napa Water Delivery: RPS producing an average of 0.48 MG/day during December 2022.

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 Reservoir Stage-Storage Relationship







Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Adopt resolution authorizing: (1) City Manager to execute Amendment No. 1 to the Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail for the design of the segment between the cities of Calistoga and St. Helena; (2) a budget increase of \$15,403 to 101-5000-2145; (3) use of General Fund balance in the amount of \$15,403; (4) a budget increase of \$63,847 to 241-5000-2145; and use of Fund 241 Measure T Class I Trails Fund Balance of \$63,847.

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

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

Approved By: Anil Comelo, City Manager

BACKGROUND

The Napa Valley Vine Trail (NVVT) is envisioned as a 47-mile Class I mixed-use path for pedestrians and cyclists that will run the length of the Napa Valley (Calistoga to American Canyon) and connect to the Vallejo ferry terminal in Vallejo, providing a crucial link to the City of San Francisco and larger Bay Area.

On September 24, 2019, City Council authorized, via Resolution 2019-116, a funding agreement with Napa Valley Transportation Authority (NVTa) for the Vine Trail design from Calistoga to St. Helena (the "Project") in an amount not-to-exceed \$241,000 (Napa Valley Transportation Authority Agreement No. 19-19 and City of St. Helena Agreement No. FY2020-041 - Attachment 3). The Agreement included Section 1(d) - *Future Funding Shortfall Commitment* for reasonable Project funding shortfalls.

DISCUSSION

The first amendment to the agreement for Project funding shortfalls was presented to Council as an “old business” item on February 25, 2020. The funding shortfall share attributable to the City was \$54,050 and would increase the City’s total expenditure to \$295,050. Council expressed support for this amendment; however, a subsequent resolution authorizing the City Manager to execute the amendment and issue payment was never presented to Council.

A second amendment to the agreement for Project funding shortfalls was received by City Staff on June 30, 2020. The requested amount was \$9,200. As this was within the signatory authority of the City Manager, the Director of Public Works expressed support for the second amendment in an email dated August 11, 2020. However, no payment to NVTA was made.

A third amendment to the agreement for Project funding shortfalls was received by City Staff on May 28, 2021. The requested amount was \$16,000. However, no payment to NVTA was made.

On November 14, 2022, NVTA contacted the City regarding the outstanding amendments and associated payments. City Staff reviewed the request and determined that the amendment requests conformed with the original Agreement, Section 1(d) - *Future Funding Shortfall Commitment* for reasonable Project funding shortfalls. City Staff also confirmed that no payments had been made to NVTA.

Since the combined unpaid sum exceeds the signatory authority of the City Manager, City Staff are seeking authorization from Council for the City Manager to execute a combined Amendment Agreement addressing amendments #1, #2 and #3, appropriation of funds as described below, and issue payment for the outstanding balance to NVTA.

FISCAL IMPACT

Resolution 2019-116 authorized funding contribution to NVTA in an amount not-to-exceed \$241,000 comprised of \$19,250 from General Fund and \$221,750 from Fund 241 (*Measure T, Class 1 Trails*). These expenditures were previously appropriated and are not for consideration this evening.

By approving the attached Resolution, the City will agree to pay NVTA the following additional funds for funding shortfalls:

Funding Shortfall #1 -	\$54,050
Funding Shortfall #2 -	\$ 9,200
<u>Funding Shortfall #3 -</u>	<u>\$16,000</u>
Total	\$79,250

This will bring the City’s total contribution to the design phase of the Vine Trail segment between Calistoga and St. Helena to \$320,250 as follows:

Description	Funding Source	Status	Amount
	Fund 101 – General Fund	Previously appropriated	\$19,250
	Fund 241 – Measure T, Class 1 Trails	Previously appropriated	\$221,750
Shortfalls 1, 2 & 3	Fund 101 – General Fund	Requested Appropriation	\$15,403
Shortfalls 1, 2 & 3	Fund 241 – Measure T, Class 1 Trails	Requested Appropriation	\$63,847
Total Appropriation			\$320,250

Fund 241 *Measure T, Class 1 Trails* can be utilized to fund the shortfalls; however, there is only \$63,847 available in this fund. It is staff's recommendation City Council authorize use of the remaining balance of Fund 241 and authorize use of General Fund fund balance in the amount of \$15,403 to cover the full shortfall of \$79,250. The additional use of General Fund funds will be recognized as future Measure T Class 1 Trails required contributions and will have no material affect on the fund balance.

The design phase of the Vine Trail applicable to this agreement is complete and no expenditures other than those described above are anticipated in the future.

RECOMMENDED ACTION

Approve the Resolution "Adopt resolution authorizing: (1) City Manager to execute Amendment No. 1 to the Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail for the design of the segment between the cities of Calistoga and St. Helena; (2) a budget increase of \$15,403 to 101-5000-2145; (3) use of General Fund balance in the amount of \$15,403; (4) a budget increase of \$63,847 to 241-5000-2145; and use of Fund 241 Measure T Class I Trails Fund Balance of \$63,847"

ATTACHMENTS

[Attachment 1.RESOLUTION.Amendment No. 1 to Agreement 19-19](#)

[Attachment 2.St. Helena Funding Agreement Amendment No. 1 \(SSYW11-14-22\)](#)

[Attachment 3.FY2020-041 Napa Valley Transportation Authority Agreement](#)

CITY OF ST. HELENA

RESOLUTION No. 2023-xx

Adopt resolution authorizing: (1) City Manager to execute Amendment No. 1 to the Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail for the design of the segment between the cities of Calistoga and St. Helena; (2) a budget increase of \$15,403 to 101-5000-2145; (3) use of General Fund balance in the amount of \$15,403; (4) a budget increase of \$63,847 to 241-5000-2145; and use of Fund 241 Measure T Class I Trails Fund Balance of \$63,847.

RECITALS

- A. On October 7, 2019 NVTa and the CITY entered into NVTa Agreement 19-19 whereby the CITY agreed to provide financial support of the construction of the Vine Trail Segment from Calistoga to St. Helena ("Project") upon the meeting of certain conditions precedent;
- B. Additional expenditures were incurred during the design phase of the Vine Trail Segment;
- C. The share of these expenditures applicable to the City of St. Helena is \$79,250;
- D. The parties desire to amend the Agreement to increase the previous commitment by \$79,250 to a total of \$320,250 and authorize those funds to be used for fees to support California Department of Transportation (Caltrans) staff review of CEQA documents and design and engineering documents to support the approval of Caltrans permits.

RESOLUTION

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

- 1. Authorize the City Manager to execute Amendment No. 1 to NVTa Agreement 19-19, *Cooperative Agreement with Napa Valley Transportation Authority for the Napa Valley Vine Trail*; and
- 2. Authorize a budget increase of \$15,403 to 101-5000-2145 and authorize use of General Fund fund balance of the same; and
- 3. Authorize a budget increase of \$63,847 to 241-5000-2145 and authorize use of Measure T Class I Trails Fund fund balance of the same.

Approved at a Regular Meeting of the St. Helena City Council on January 10, 2023, by the following vote:

Mayor Paul Dohring:

Vice Mayor Eric Hall:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Billy Summers:

APPROVED:

Paul Dohring, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk



NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-19

CITY OF ST. HELENA AGREEMENT

AMENDMENT NO. 1 FUNDING AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-19 AND CITY OF ST HELENA AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2023, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers authority (hereinafter referred to as "**NVRTA**"), and the City of St. Helena, a California municipal corporation, whose mailing address is 1480 Main Street, St. Helena, CA 94574 (hereinafter referred to as "**CITY**"). NVTA and City are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, on October 7, 2019 the Parties entered into an Agreement whereby the CITY agreed to provide financial support of the construction of the Vine Trail Segment from Calistoga to St. Helena ("Project") upon the meeting of certain conditions precedent;

WHEREAS, additional expenditures were incurred;

WHEREAS, the share of these expenditures applicable to the City of St. Helena is \$79,250;

WHEREAS, the parties desire to amend the Agreement to increase the previous commitment by \$79,250 to a total of \$320,250 and authorize those funds to be used for fees to support California Department of Transportation (Caltrans) staff review of CEQA documents and design and engineering documents to support the approval of Caltrans permits.

NOW, THEREFORE, the NVTA and the CITY agree to amend the Agreement as follows:

TERMS

1. Section 3 of the Agreement is amended to read in full as follows:
 3. **Payment of Funds.** Funding for the Project shall be provided for the Project as follows:
 - a. The CITY shall make one (1) lump sum payment to NVTA of ONE HUNDRED THREE THOUSAND AND 00/100 DOLLARS (\$103,000.00) upon the full execution of the design, engineering, and environmental contract agreement (65% Design) and within 30-days from receipt of invoice from NVTA.
 - b. The CITY shall make one (1) lump sum payment to NVTA for ONE HUNDRED THIRTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$138,000.00) after the full execution of the final design, engineering and environmental contract agreement and within 30-days from receipt of invoice from NVTA.
 - c. The CITY shall make (1) lump sum payment to NVTA for FIFTY-FOUR THOUSAND AND FIFTY DOLLARS (\$54,050) upon the full execution of the Caltrans Cooperative Agreement (Funding Shortfall 1) and within 30-days from receipt of invoice from NVTA.
 - d. The CITY shall make (1) lump sum payment to NVTA for NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$9,200.00) for Funding Shortfall 2 and within 30-days from receipt of invoice from NVTA.
 - e. The CITY shall make (1) lump sum payment to NVTA for SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00) for Funding Shortfall 3 and within 30-days from receipt of invoice from NVTA.
 - f. NVTA will use the allocated funding, as well as local support, to fund the design and construction of the Project.
 - g. Future Funding Shortfall Commitment. CITY understands that the design phase of the Project is complete and construction of the Project by NVTA may require additional funding. In the event that there are funding shortfalls, CITY agrees to work cooperatively with NVTA and other partners to identify and secure additional funding for reasonable Project funding shortfalls.
2. Except as set forth above, the terms and condition of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Amendment No. 1 to the Agreement.

CITY:

NVTA:

By: _____
ANIL COMELO, City Manager

By: _____
KATE MILLER, Executive Director

Date: _____, 2022

Date: _____, 2022

ATTEST:

ATTEST:

By: _____
CINDY TZAFPOULOS, City Clerk

By: _____
LAURA SANDERLIN
Secretary of the Board

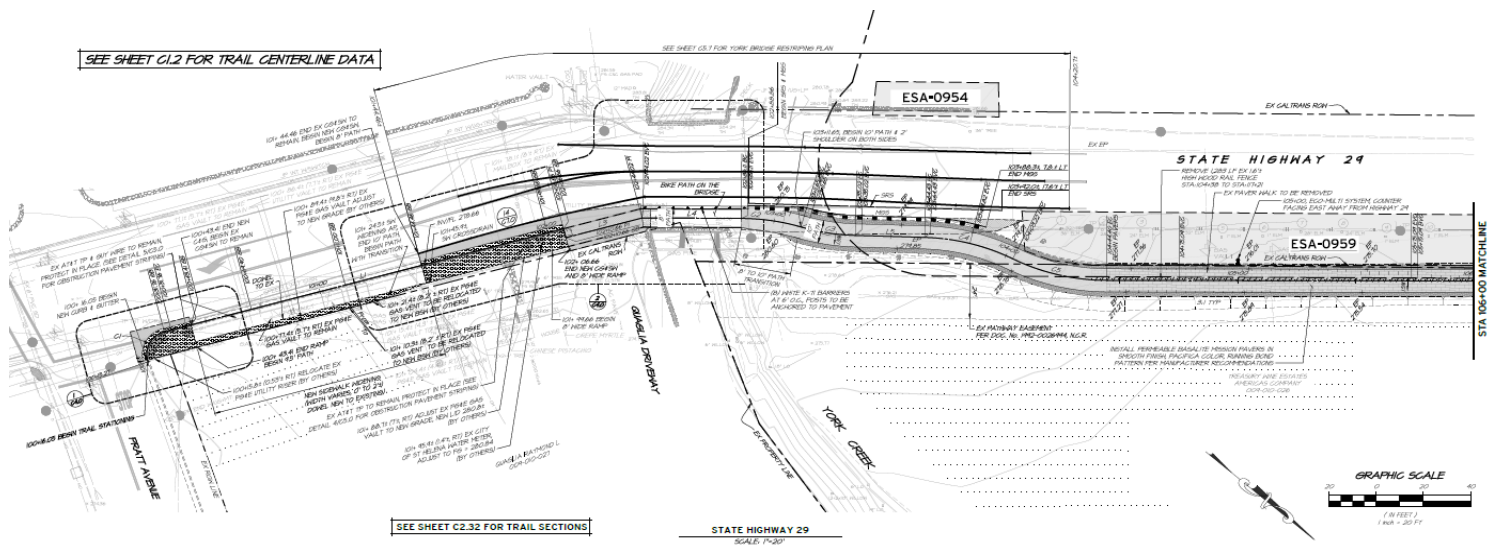
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
ETHAN WALSH, City Attorney

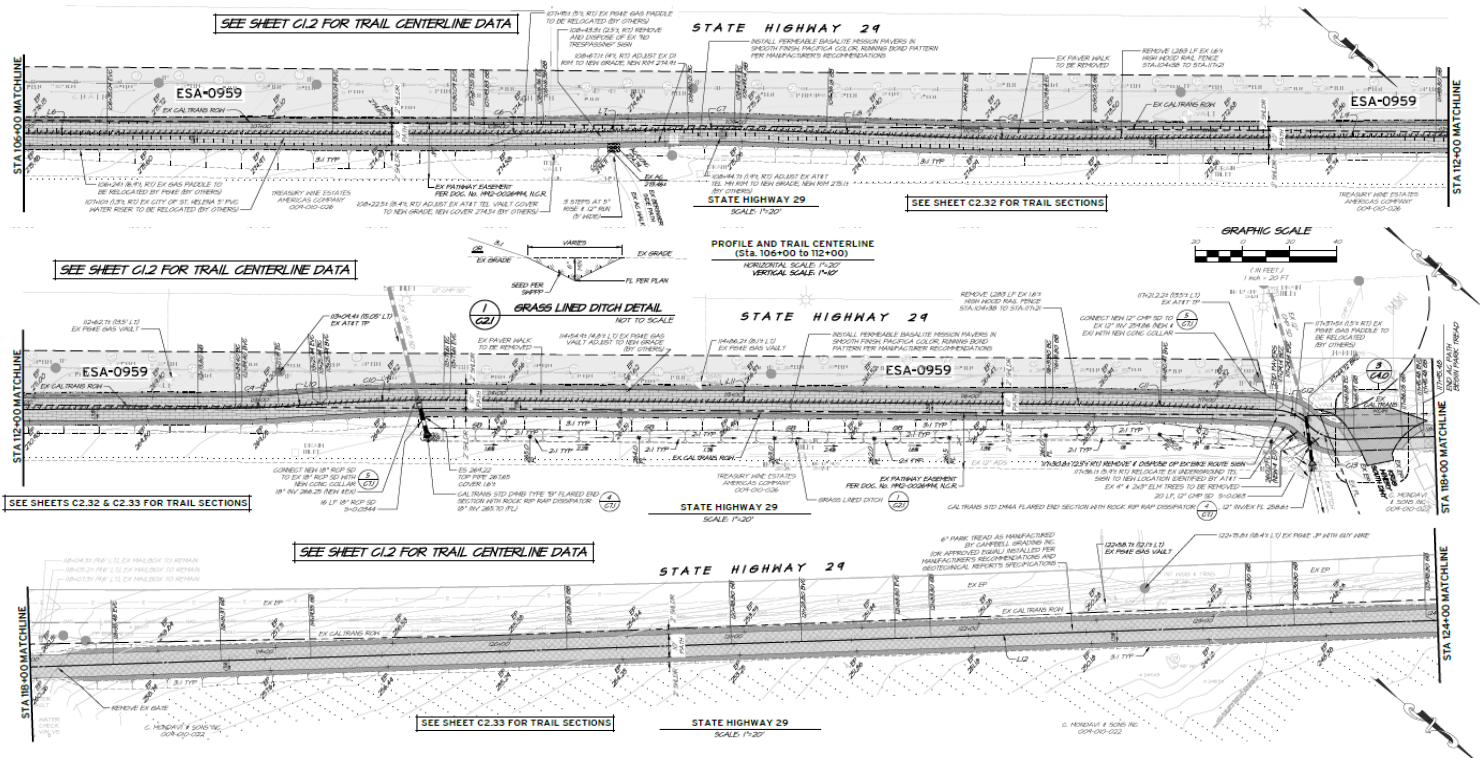
By: _____
OSMAN MUFTI, NVTA Counsel

**EXHIBIT A: Project Map Conceptual Plans
St Helena City Limits - Pratt Ave to Deer Park Rd**

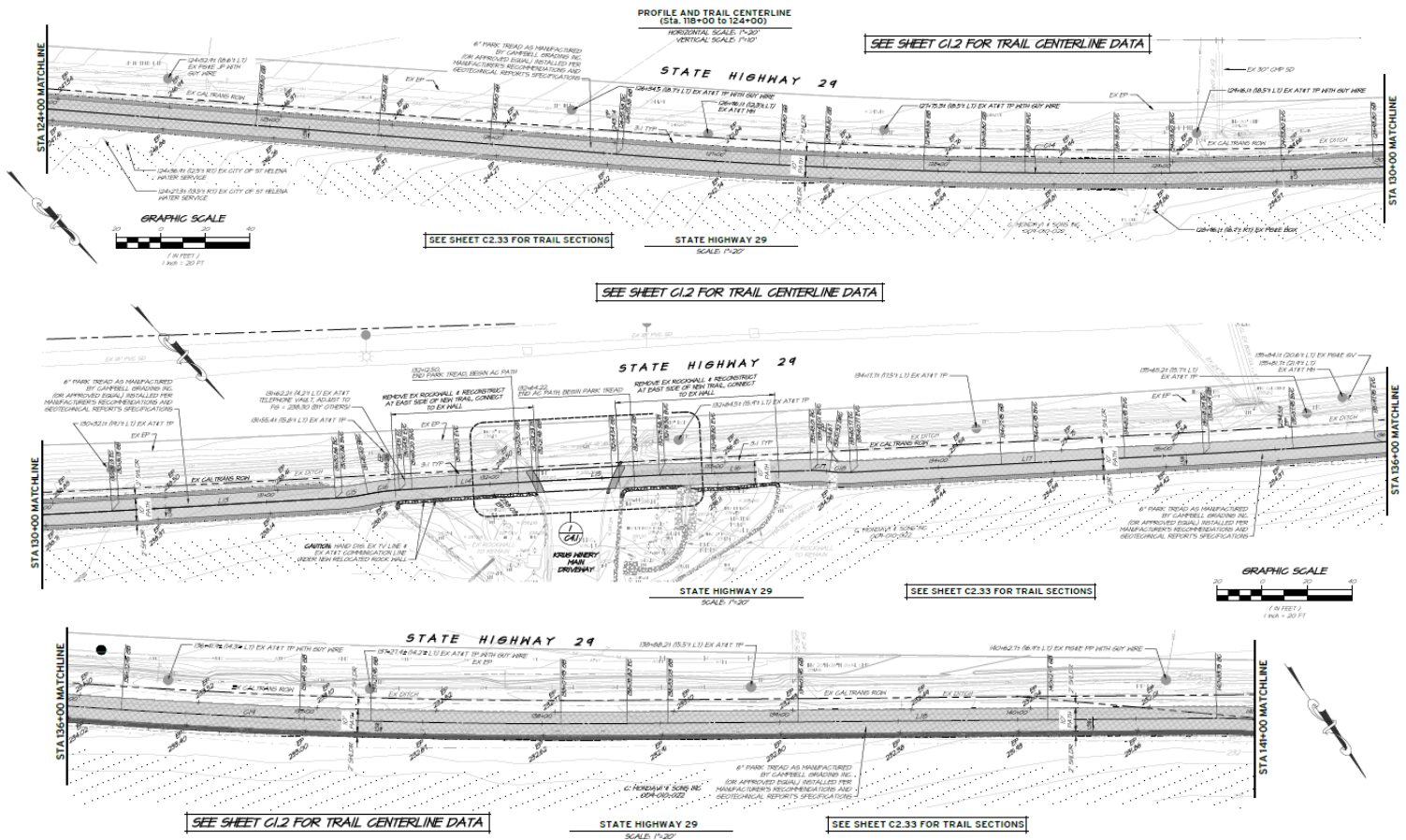


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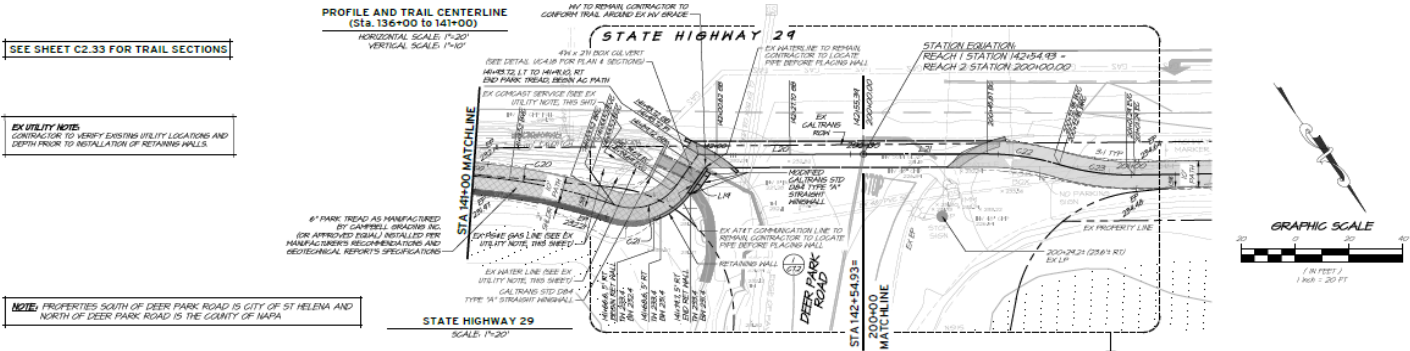
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19-19

~~19-XX~~

NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. ~~19-XX~~

CITY OF ST. HELENA AGREEMENT NO. FY2020 - 041

FUNDING AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is made and entered into as of this 7th day of October, 2019, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers authority (hereinafter referred to as "NVRTA"), and the City of St. Helena, a California municipal corporation, whose mailing address is 1480 Main Street, St. Helena, CA 94574 (hereinafter referred to as "CITY"). NVRTA and City are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, NVRTA and CITY adopted all or portions of the County-Wide Bicycle Plan in August 2013, in which a continuous, connected, and publicly accessible 47-mile walking and cycling path from the Vallejo Ferry in the city of Vallejo to the intersection of Lincoln Avenue and Silverado Trail in the city of Calistoga (the "Vine Trail"), will align through all of the jurisdictions in Napa County; and

WHEREAS, NVRTA and CITY have agreed to jointly finance services for the continuation of a segment of the Vine Trail within the city limits of St. Helena and as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, NVRTA will commit to obtaining the necessary services and resources needed to initiate and complete the Project; and

WHEREAS, NVRTA and CITY will collaborate, as appropriate and necessary to successfully complete the Project.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the Parties, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire upon the earlier of (i) completion of the Project, or (ii) June 30, 2023.

2. Purpose of Agreement. To document the responsibilities of NVTa and CITY towards the design and construction of the Project.

3. Payment of Funds. Funding for the Project shall be paid to NVTa as follows:

- a. By June 30, 2020, the CITY shall make one (1) lump sum payment to NVTa of ONE HUNDRED THREE THOUSAND AND 00/100 DOLLARS (\$103,000.00) upon the full execution of the design, engineering and environmental contract agreement (65% Design).
- b. By June 30, 2021, the CITY shall make one (1) lump sum payment to NVTa for ONE HUNDRED THIRTY EIGHT THOUSAND AND 00/100 DOLLARS (\$138,000.00) after the full execution of the final design, engineering and environmental contract agreement.
- c. NVTa will use the allocated funding, as well as local support, to fund the design and construction of the Project.
- d. Future Funding Shortfall Commitment. CITY understands that the costs to complete the Project are preliminary estimates and recognize that completion of the Project by NVTa may require additional funding. In the event that there are funding shortfalls, CITY agrees to work cooperatively with NVTa and other partners to identify and secure additional funding for reasonable Project funding shortfalls.

4. Prevailing Wages

NVTa acknowledges and agrees that it will be solely and exclusively responsible for compliance with all applicable provisions of California Labor Code §§ 1720 *et seq.* (the “**State Prevailing Wage Requirements**”) in connection with the “construction”, as defined in Labor Code §1720(a)(1), of the Project and shall pay all workers prevailing wages in compliance with State Prevailing Wage Requirements.

NVTa acknowledges and agrees that it will be solely and exclusively responsible for compliance with all applicable laws, including the State Prevailing Wage Requirements, in connection with the “construction” of the Project, and shall pay all workers as required by applicable law and comply with all applicable provisions of the State Prevailing Wage Requirements.

Separate and apart from the obligations set forth in Section 10 below, NVTa shall indemnify, defend (with counsel reasonably acceptable to both NVTa and the City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors harmless from and against all liability, loss, cost, expense

(including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including all claims that may be made by contractors, subcontractors, or third party claimants pursuant to Labor Code sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards, including the State Prevailing Wage Requirements, or any act or omission of NVTA related to the payment or requirement of payment of prevailing wages in connection with the "construction" of the Project. The foregoing indemnity shall survive any termination of this Agreement.

5. Ownership of Project. CITY will assume ownership of the Project upon completion of the Project and with it any future financial obligations and/or services required to operate and maintain the Project.

6. Waiver. Waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

CITY

City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94515

NVTA

Kate Miller
Executive Director, NVTA
625 Burnell Street
Napa, CA 94559

8. Amendment/Modification. This Agreement may be amended or modified only by the written consent of the Parties or their successors or assigns, as evidenced by a document that has been fully executed by each Party.

9. Interpretation; Venue; Attorneys' Fees.

a. Interpretation. The recitals above and exhibits attached hereto are incorporated herein by reference and comprise part of this Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject

matter hereof and no prior oral or written understanding shall be of any force or effect with respect to the matters covered herein. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement. Any general rule of construction to the contrary, this Agreement shall be construed to effectuate the purpose of the Agreement. This Agreement shall be interpreted as though jointly prepared by both Parties. No provision of this Agreement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Agreement.

b. Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provisions of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

c. Attorneys' Fees. In the event that any action is brought by either Party hereto as against the other Party for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, each Party shall be solely responsible for any and all fees and costs incurred by them in connection with such proceeding including, but not limited to, reasonable attorneys' fees.

10. Hold Harmless and Indemnification. To the full extent permitted by law, NVTA and CITY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

11. Relationship Between the Parties; Authority; Binding Effect. This Agreement does not create any partnership or agency between the Parties, each of which is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, contractors and any subcontractors, including any negligent acts or omissions. Neither Party is an agent of the other, and has no authority to act on behalf of or to bind the other Party to any obligation whatsoever. Each Party executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and shall inure to the benefit the Parties and each of their respective successors and assigns and all those taking by, under or through it or them.

12. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

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

14. Entirety of Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

15. Counterparts. The Parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the Parties hereto, notwithstanding all of the Parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the date indicated below, and effective as of the date of the latest signature and first above written.

CITY:

NVTA:

By: 
MARK T. PRESTWICH, City Manager

By: 
KATE MILLER, Executive Director

Date: September 24, 2019

Date: 10/7, 2019

OAK #4849-5590-1848 v4
05829-0001

ATTEST:

By: Cindy Tzafopoulos
CINDY TZAFEOPOULOS, City Clerk

ATTEST:

By: Karalyn E. Sanderlin
KARALYN E. SANDERLIN
Secretary of the Board

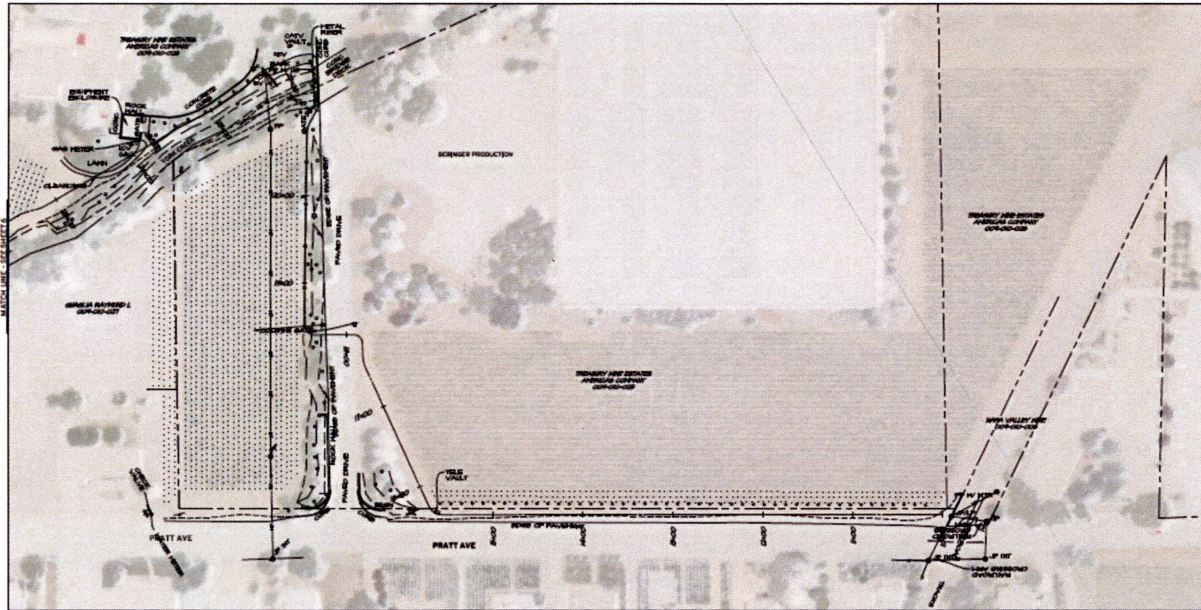
APPROVED AS TO FORM:

By: Michael Biddle
MICHAEL BIDDLE, City Attorney

APPROVED AS TO FORM:

By: DeeAnne Gillick
DeeAnne Gillick, NVTA Counsel

EXHIBIT A: Project Map Conceptual Plans St Helena City Limits - Pratt Ave to Deer Park Rd



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05829-0001



OAK #4849-5590-1848 v4
05829-0001



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Quarterly Grant Report for FY 2023 Q2 for the period ending December 31, 2022.

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

This report covers grant activity for the 2nd Quarter of Fiscal Year (FY) 2023.

DISCUSSION

New Awarded Grant Applications in FY 2023 2nd Quarter

The City of St. Helena received one new grant award during 2nd Quarter of Fiscal Year 2023.

Agency	Project	Award
CDBG - Economic Development	Business Assistance Program*	\$500,000

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

Applications Pending

The City currently has 6 applications pending.

Agency	Project	Amount
CDBG - Housing Rehabilitation Program	Owner-Occupied Rehabilitation (OOR) Program	\$500,000
CDBG - Rental Subsistence Program	Rental assistance for low-to moderate-income households	\$500,000
CDBG - Sewer Lateral Replacement Project	Sewer Lateral Replacement Project associated with Downtown Streetscape	\$500,000
CalOES - HMGP: Emergency Backup Power	City Hall and Police Department Emergency Backup Power	\$452,791
CDBG - Hunt's Grove Parking Lot	Expansion and improvements for Hunt's Grove parking lot.	\$200,000
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	\$728,438

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

CDBG: Public Services - Rental Subsistence Program - The City would partner would UpValley Family Centers to identify low- to moderate-income households that are in need of rental assistance.

CDBG: Economic Development - Sewer Lateral Replacement Project - Sewer Lateral Replacement Project associated with Downtown Streetscape.

HMGP: City Hall and Police Department Emergency Backup Power - Funding would be used to purchase and install emergency backup power for City Hall and Police Department that would provide sufficient power to an essential City facility both for emergency use and regular operations during power outages. The amount of \$452,791 was requested in grant funding and \$150,930 is the required City match.

CDBG: Hunts Grove Parking Lot Project - Funds will be used to expand and improve parking for Hunt's Grove Apartments to create space for an additional 12 parked cars. The total amount of requested funding is \$200,000. This project is currently on a waiting list.

HMGP: Wastewater Treatment Plant Backup Power - Funding would be used to purchase and install emergency backup power at the Wastewater Treatment Plant that would provide sufficient power to the newly designed plant upgrade during power outages. The total project amount is estimated at \$971,250, with \$728,438 requested in grant funding and \$242,812 as a required City match.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$5.79 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CDBG - Public Services	Community Wellness and Mental Health Program	\$498,281		0.0%	
CalOES - HMGP Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction	\$122,250		0.0%	Staff and Consultant are currently working on tasks outlined in Phase I. Once completed, the deliverables will be submitted to FEMA for review and approval.
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station	\$257,380		0.0%	Preparing RFP
CENIC on behalf of Califia	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied - Received \$4,011	\$ -	100.0%	Received discounts in December 2021 and March 2022.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	The \$237,148 retention was received in December 2022. Retention was held until Conservation Easement was completed.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$144,288	\$ -	41.6%	
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$2,956	\$ -	100.0%	
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	18.1%	CalTrans construction authorization has been acquired for construction. Project has gone out to bid and awarded, pending construction start date.
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,990	87.5%	Project continues to progress as scheduled.
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs	\$65,000	\$ -	83.7%	Project continues to progress as scheduled.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
	Allocation (RHNA) cycle.				
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000	\$ -	0.0%	Project is pending design approval.
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$500,000	\$ -	0.0%	Housing Authority is working with applicants for project approval
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484	\$ -	100.0%	Reimbursement pending closeout paperwork.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$0.00	\$ -	0.0%	An Amendment was approved to reallocate funds from the Child Care Scholarship Program to the Utility Assistance Program.
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena Residents.	\$271,053	\$ -	8.0%	A Revision was submitted to HCD to extend the assistance to up to six months and increase the maximum dollar amount to \$3,000 per eligible household.
State of CA - Department of Alcoholic	Minor Decoy, Shoulder Tap, and IMPACT Program.	\$20,000	\$ -	1.0%	

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Beverage Control					
State of CA - Department of Justice	Funding for School Resource Officer.	\$454,788	\$ -	7.7%	
State of CA - Department of Parks and Recreation	Funding to Replace Crane Park Playground Equipment.	\$177,952	\$ -	0.0%	Preparing RFP

Closed Out Grants

Grants	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
CalOES - PSPS Resiliency Allocation	Replace generator at Water Treatment Plant and purchase of a portable generator	\$300,000	\$ -	100.0%	Construction is complete.
SWRCB - CA Water and Wastewater Arrearages Payment Program	Relief for Water Arrearages incurred 03/04/2020 through 06/15/2021.	\$114,344	\$ -	100.0%	Closeout for final report is complete.

Flood Projects

Department of Water Resources (DWR) – City Council approved the conservation easement on October 12, 2021 and it was recorded on February 25, 2022. All necessary paperwork and documentation for closeout and release of retention was completed and on December 30 2022, the City received the \$237,148 retention.

Non-Profit Grant Funding

The FY 2022/23 grant application period closed on February 18, 2022. The City received 20 applications with a total of \$290,185 in funding requests. The Council working group met on March 30, 2022 to review the applications and make funding recommendations.

Funding recommendations were presented to City Council at the budget workshop meeting on May 17, 2022.

A total of 19 non-profit grant applications were approved for the FY 2022/23 grant period for a total of \$135,085. The chart below identifies the grant type, grantee, project description, award amount, and percent expended as of December 31, 2022.

Grantee	Project Description	Award Amount	Percent Expended*
Cafeteria Kids Theater	Drama Summer Camps with CKT	\$1,000	0.0%
Cinema Napa Valley	Sunset Cinema	\$2,500	0.0%
Collabria Care	UpValley Village 2022-23	\$10,000	0.0%
Friends of the Cameo	Looking Up: A Pre-Independence Day Community Celebration	\$8,250	0.0%
Mentis	Mental Health Treatment Services	\$15,000	0.0%
Napa County Bicycle Coalition	St. Helena Safe Streets Champions	\$5,500	22.4%
Nimbus Arts	2022 Dia de los Muertos	\$5,000	0.0%
Our Town St. Helena	Pope Street Workforce Village: Phase 2 Predevelopment	\$10,000	0.0%
St. Helena Catholic Church	Additional Food Cards for Families in Need	\$10,000	0.0%
St. Helena Community Garden	St. Helena Community Garden	\$2,460	0.0%
St. Helena Cooperative Nursery	St. Helena Cooperative Nursery School	\$10,000	0.0%
St. Helena Farmers Market	Market Match Program	\$8,775	0.0%
St. Helena Fire Safe Council	St. Helena Wildfire Preparedness & Prevention Community	\$7,500	0.0%

Grantee	Project Description	Award Amount	Percent Expended*
	Outreach and Education		
St. Helena Historical Society	Showcasing the Hispanic Settlement of the St. Helena Region of Napa Valley	\$10,000	0.0%
St. Helena Little League	SHLL Uniforms & Equipment	\$7,500	0.0%
St. Helena Preschool for All	St. Helena Preschool for All Scholarships	\$10,000	0.0%
Sustainable St. Helena	St. Helena Redwood Forest – Founders Tree	\$4,000	0.0%
The White Barn	The White Barn 2022-2023 Season	\$2,600	0.0%
Up Valley Family Centers	Active Kids/Ninos Activos	\$5,000	0.0%
TOTALS		\$135,085	1.0%

Direct funding was allocated to the Boys and Girls Club, Rianda House, and UpValley Family Centers outside of the Non-Profit Grant Program. The recommended funding modifications were made to keep the overall contributions at current levels of approximately \$210,000 with \$90,000 allocated to Boys and Girls Club, Rianda House and UpValley Family Centers were allocated \$30,000 each.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a resolution authorizing: (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$55,843.93 to provide Flood Protection Project Related Assistance; (2) a budget increase of \$55,843.93 to 700-4000-2999 and use of fund balance of the same; and (3) a revenue increase of \$55,843.93 to 741-3998-0000.

CEQA Exempt
Determination:

Prepared By: Eric Janzen, Assistant Public Works Director

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

Approved By: Anil Comelo, City Manager

BACKGROUND

The City was issued a permit by the San Francisco Bay Regional Water Quality Control Board (RWQCB) for the Comprehensive Flood Control Project. This permit requires monitoring to be conducted every three years and a report be submitted to the RWQCB. The purpose of this monitoring effort is to document channel geometry and hydraulic roughness created by vegetation to ensure flood conveyance capacity is being maintained in accordance with the project design. The last time flood conveyance monitoring was completed was January 2020.

Contingent to this monitoring requirement is a cash “performance security” in the amount of \$173,000 issued by the City to the CA Department of Fish & Wildlife. Failure to comply with the monitoring requirement would forfeit the City’s right to recover all or part of this security. This permit requires monitoring to be conducted every three years and a report be submitted to the RWQCB. The purpose of this monitoring effort is to document channel geometry and hydraulic roughness created by vegetation to ensure flood conveyance

capacity is being maintained in accordance with the project design. The last time flood conveyance monitoring was completed was January 2020.

DISCUSSION

Waterways Consulting, Inc. (Waterways) WAS contracted by the City for previous monitoring and reporting on the Comprehensive Flood Control Project. Waterways has special knowledge regarding this project, its permit and the monitoring requirements that is not available from other vendors. The Public Works department is seeking approval to “sole source” services from this firm in conformance with [SHMC Section 3.04.140](#).

Scope of Services provided by Waterways include the following tasks:

1. Project management, coordination, and meetings
2. Conduct the 2023 monitoring event of the willow installation project (creek bank re-vegetation)
3. Annual Monitoring Report preparation.
4. Conduct Spring 2023 (wet-weather) erosion control monitoring event.
5. Conduct Summer 2023 (dry-weather) willow installation monitoring event.
6. Conduct flood conveyance monitoring and survey.
7. Prepare cross section plots and roughness calculations (flow capacity of creek channel).
8. Prepare hydraulic modeling (flow capacity of creek channel).
9. Prepare flood conveyance report.
10. Assist City in recovering financial security issued to CA Department of Fish and Wildlife.

FISCAL IMPACT

Approval of the resolution will result in an expenditure not-to-exceed \$55,843.93. Funds for this project are included in the FY 2022-23 adopted CIP budget Project R19-03, Sulphur Creek Erosion Repair.

The adopted FY 2022-23 Streets CIP budget allocates \$70,555 from Fund 700 - Flood Control Capital and is adequate to complete the proposed scope of services. While approved in the FY 2022-23 CIP budget, a budget adjustment memorializing the transfer of funds from Fund 700 to Fund 741 is necessary and included in the attached resolution.

RECOMMENDED ACTION

Approve the attached Resolution.

ATTACHMENTS

[RESOLUTION.PSA WATERWAYS.2023](#)

[EXHIBIT A.DRAFT.MPSA 2023.WATERWAYS.20230118](#)

[EXHIBIT B.SCOPE OF SERVICES.Waterways.03-385f Flood Protection Project Related.2023](#)

CITY OF ST. HELENA

RESOLUTION No. 2023-

Resolution authorizing: (1) a Professional Service Agreement with Waterways Consulting, Inc. in the Amount of \$55,843.93 to Provide Flood Protection Project Related Assistance; (2) a Budget Increase of \$55,843.93 to 700-4000-2999 and use of Fund Balance of the same; and (3) a Revenue Increase of \$55,843.93 to 741-3998-0000.

RECITALS

- A. The City was issued a permit by the San Francisco Bay Regional Water Quality Control Board (RWQCB) for the Comprehensive Flood Control Project; and
- B. This permit requires monitoring to be conducted every three years and a report be submitted to the RWQCB; and
- C. Waterways Consulting, Inc. (Waterways) has been contracted by the City for previous monitoring and reporting on the Comprehensive Flood Control Project, has special knowledge of the project not available from other vendors and is qualified to perform the work; and
- D. Staff have determined that Waterways meets the criteria allowing the City to contract sole source services in conformance with SHMC Section 3.04.140.

RESOLUTION

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

- 1. Authorizes a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$55,843.93 to provide Flood Protection Project Related Assistance and authorizes the City Manager to execute the agreement.
- 2. Authorizes a budget increase of \$55,843.93 to 700-4000-2999 and use of Fund Balance of the same.
- 3. Authorizes a Revenue Increase of \$55,843.93 to 741-3998-0000.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED: _____

Paul Dohring, Mayor

ATTEST: _____

Cindy Tzafopoulos, City Clerk

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on, _____ 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Waterways Consulting, Inc. (Consultant).

RECITALS:

- A. On December 13, 2022, City requested a proposal from Waterways Consulting, Inc. for professional services for the City, the general scope of which services are described in the permit by the San Francisco Bay Regional Water Quality Control Board (RWQCB) for the Comprehensive Flood Control Project.
- B. Consultant has submitted a Scope of Services in response to the City's request. The Consultant has the special expertise, experience, and qualifications to perform the required duties on this project.
- C. Consultant's previous experience with the Comprehensive Flood Control Project and the provisions of the permit issued by RWQCB for this same project conforms with the requirements of SHMC Section 3.04.140(B) for Sole Source Purchases.

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

SECTION 1 – SCOPE OF SERVICES

Subject to the City's issuance of one or more "Project Work Orders" to Consultant, substantially in the form attached as **Exhibit A**, Consultant agrees to perform services and work for the City, as specifically described in any such "Project Work Orders" (the "Services").

A. City has the right, at its sole and absolute discretion, to request a "Proposal" or "Proposals" from Consultant for the performance of project-specific Services and to issue "Project Work Orders" to Consultant, substantially in the form attached as **Exhibit A**, for the performance of such Services. The City is under no obligation to issue any Project Work Orders under this Agreement.

B. The parties agree that Project Work Orders shall incorporate the terms and conditions of this Agreement and that upon execution by the parties, a Project Work Order shall be incorporated into this Agreement. In case of any conflict among the terms and conditions in this Agreement, a fully executed Project Work Order, or a Consultant Proposal attached to a Project Work Order, the order of precedence and control shall be as follows: (i) this Agreement; (ii) the Project Work Order, with respect to the project to which it applies; and (iii) the Proposal.

SECTION 2 – TIME FOR COMPLETION

Each Project Work Order shall identify the time for completion of Services under the Project Work Order. The parties expressly agree that time is of the essence in the performance of

this Agreement.

SECTION 3 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City shall pay Consultant on a cost reimbursement basis at the hourly rate(s) set forth in Consultant's fee schedule attached to a Project Work Order, in an amount not to exceed the amount set forth in the Project Work Order. Total compensation under any Project Work Order shall not exceed the maximum amount stated therein.

B. Consultant shall furnish to City an original invoice for all Services performed and, if permitted under a Project Work Order, expenses incurred, during the preceding month. The invoice shall itemize the Services performed to the invoice date and include a progress report identifying Services accomplished during the period, percent of each Services task completed, and planned effort for the next period. The invoice shall also identify:

- C.
- Exact title of Project Work Order
 - Project Work Order number
 - Original Project Work Order amount
 - Subsequent Project Work Order amendment amount(s) (if any)
 - Previously billed amount(s)
 - Total amount received by Consultant to date for work under the Project Work Order
 - Amounts allocated and remaining, but unpaid, under the Project Work Order
 - Outstanding invoice numbers/amounts
 - Percent of the total project Services completed
 - Consultant personnel who have worked on the project
 - Number of hours each personnel worked during the invoice period
 - Hourly charges, using the same staff and professional classifications used in the applicable fee schedule for the Project Work Order

D. Except for specific expense items (if any) expressly permitted under a Project Work Order, payments prescribed herein and under a Project Work Order shall constitute full and complete compensation to Consultant for all costs of Services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees.

E. City shall independently review each invoice submitted to determine whether the Services performed and (if allowable) expenses incurred are in compliance with the provisions of this Agreement and the Project Work Order. 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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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 Project Work Order will not be completed satisfactorily within the maximum 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 4 – STANDARDS 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 5 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's Services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's Services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject Services by a timely written explanation, otherwise Consultant's Services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such Services except with respect to latent defects, deficiencies, and fraud. Acceptance of any of Consultant's Services 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 6 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 – INDEMNIFICATION

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

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

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

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

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

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

SECTION 8 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 9 – 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 and any Project Work Order, 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 10 – 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 the last 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 11 – 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 Services 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 attorney 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 Services 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 12 – SUSPENSION OF SERVICES

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 13 – 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 14 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this Agreement, 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, 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 Services 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 15 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to any 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 16 – LIMITATION OF LIABILITY

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

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

SECTION 17 – 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 Services as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 18 – NOTICES

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

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: Waterways Consulting, Inc.

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

SECTION 19 – 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 Services 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 Services performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY 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 21 – 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 22 – 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 23 – 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 24 – 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 Services performed

after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – 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, nor 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A

**CITY OF ST. HELENA PUBLIC WORKS
PROJECT WORK ORDER NO. _____**

PROJECT NAME: Staff Augmentation Services, Amendment No. ____ to STH CONTRACT: _____
Extending completion date.

CITY PROJECT MANAGER: _____

CONSULTANT PROJECT MANAGER: _____

SCOPE OF SERVICE: See Consultant’s Scope of Services/Proposal for Services and Fee Schedule dated _____, attached as Exhibit B-1.

START DATE: _____ COMPLETION DATE: _____

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: __\$55,843.93_____

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the “Master Professional Services Agreement with _____, date _____, 2023, which is hereby incorporated and made part of this Project Work Order. In the event of a discrepancy or conflict between the terms and conditions of the Project work Order and the Master Agreement, the Master Agreement shall govern.

CITY OF ST. HELENA

By: _____ Date: _____

Anil Comelo
City Manager

[CONSULTANT]

A California corporation (or name other state, or LLC, sole proprietor, etc.)

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

Name: Ethan Walsh
Title: City Attorney

Attachments: Exhibit B-1 - Consultant’s proposal and fee for Services for this Project Work Order



Ecological Restoration Design ~ Civil Engineering ~ Natural Resource Management

December 23, 2022

Joseph Leach, PE
City of St. Helena, Public Works Director/City Engineer
1572 Railroad Avenue
St. Helena, CA 94574

Exhibit A: Scope of Services, Job No. 03-385f, Flood Protection Project Related Assistance 2023

Dear Mr. Leach,

Thank you for your interest in our services. Per your request, we have prepared the following proposal to provide engineering related monitoring and reporting support for the Sulphur Creek Willow Installation Project and the Napa River/Sulphur Creek Comprehensive Flood Protection Project.

Please review the following Scope of Services and attached Budget (Exhibit B). If the scope and budget meet your approval and you wish to proceed, please contact us to discuss preparation of an agreement to authorize our work.

PROJECT UNDERSTANDING

Our project understanding is based on our long-term history with the Comprehensive Flood Protection Project (Project) and a recent conversation and related correspondences with you. Waterways staff led the design and long-term monitoring effort for the river restoration and habitat enhancement components of the Project. Our staff was also integrally involved during the permitting and environmental review portion of the project.

The *Year 10 Annual Status Report and Final Mitigation Report* (Year 10 Report) for the Project was submitted to the resource agencies in 2021. The report documented that the performance criteria included in permits received for the Project had been met for vegetation establishment and stability at all locations, except an area of erosion along Sulphur Creek downstream of Paseo Grand Drive. Subsequent to the completion of the Year 10 Report, the Sulphur Creek Willow Installation Project was approved by the resource agencies and implemented. The willow installation project was designed as a “soft approach” relying on biotechnical measures (i.e. rooting reinforcement of bank soils from native vegetation) to help stabilize the bank. This avoided the use of rock and the need and associated expense with dewatering the creek and getting heavy equipment into the channel. To ensure the biotechnical measures help stabilize the Sulphur Creek bank, project permits require that the area be monitored annually for a period of five years.

Flood Conveyance Monitoring is required to occur every three years by the permit received from the San Francisco Bay Regional Water Quality Control Board (RWQCB) for the Project. The purpose of this monitoring effort is to document channel geometry and hydraulic roughened created by vegetation to ensure flood conveyance capacity is being maintained in accordance



with the project design. If flood capacity is reduced below a specified threshold then adaptive management measures will be proposed to restore flood capacity. The last time flood conveyance monitoring was completed was during January 2020.

The City provided the California Department of Fish and Wildlife (CDFW) with a \$173,000 “performance security” as part of the permitting process as it related to the potential take of California freshwater shrimp (CFS) during project construction and the successful creation and establishment of CFS habitat during the monitoring period following construction. Successful establishment of CFS habitat was documented during the monitoring and reporting period. It is our understanding that the City has not coordinated with CDFW for release of the performance security.

This scope of work includes the following tasks to assist the City with permit related compliance and release of the performance security:

- Conduct Year 2 of the required five-year monitoring program at the Sulphur Creek Willow Installation Project.
- Complete Flood Conveyance Monitoring on a three-year cycle to ensure that the design flood capacity is being maintained.
- Assist the City with recovering the financial performance security provided to CDFW.

SCOPE OF SERVICES

Based on our project understanding, we intend to provide the following services:

Task 1 - Project Management, Coordination, and Meetings

The task 1 budget covers time spent performing project management and administration duties, including correspondence, conference calls, coordination, and documentation related to our performance of the work. Effective project management and administration are critical to ensuring that your work is performed on schedule, on budget, and to a high level of quality, using pertinent available information.

SULPHUR CREEK WILLOW INSTALLATION PROJECT

Task 2 – Sulphur Creek Willow Installation Project Monitoring (Year 2)

Waterways will monitor the Willow Installation Project installed along the northern bank of Sulphur Creek below the flood wall between the Paseo Grand Drive bridge crossing and the confluence with the Napa River. Monitoring will be conducted via a visual assessment to estimate the percent cover provided by the canopy from the installed willow stakes. The monitored area will generally extend five to ten (5-10) feet in all directions from the limits of the installed willow stakes. However, consideration will be given to the existing established riparian canopy that will be directly adjacent to many of the installed willows. The number of both live and dead willow stakes will also be documented for comparison to the number originally installed. The willow stakes installed within the brush mattress will be monitored in the same manner. The bank will also be assessed for any areas of significant erosion that could threaten the stability of the bank below the flood wall. Photographs will be taken for inclusion in the



monitoring report that will be prepared under Task 3. Monitoring will be conducted during January 2023 to meet the reporting deadline of January 31, 2023.

Deliverables: Photos and monitoring notes that will be included in the Monitoring Report.

Task 3 – Annual Monitoring Report

Waterways will prepare a monitoring report that summarizes the Year 2 monitoring methods, results and any management recommendations needed to ensure successful establishment of the project. The report will include photos of the project area and describe any management activities conducted the prior dry season (e.g., timing of irrigation). The monitoring report will be provided to the City for review and approval prior to submitting to the Water Board by January 31, 2023.

Deliverables: Annual Monitoring Report (.pdf).

Task 4 – Spring 2023 Inspection

Waterways will conduct a site inspection during Spring 2023 to inspect the project area following the high flow season to look for any locations of significant erosion, assess the health of the willows following leaf-out, and determine whether any adaptive management measures beyond those identified in the Annual Monitoring Report are warranted. Waterways will communicate any concerns or recommendations to the City.

Deliverables: Email correspondence regarding findings from site inspection.

Task 5 – Summer 2023 Inspection

Waterways will conduct a site inspection in the dry season during July-September to assess the health of the willows and determine whether any adaptive management measures are needed (e.g. irrigation, weeding, trimming surrounding vegetation to reduce sun competition and promote growth of the willows) Waterways will communicate any concerns or recommendations to the City.

Deliverables: Email correspondence regarding findings from site inspection.

COMPREHENSIVE FLOOD PROTECTION PROJECT – FLOOD CONVEYANCE MONITORING

Task 6 – Flood Conveyance Monitoring Cross Section Survey

Twenty (20) previously established cross-sections along the Napa River and Sulphur Creek will be surveyed using a total station. Data collected during the survey will include riverbed elevations and channel bank and floodplain (where relevant) geometry. Time has also been included in this task to collect additional information regarding channel substrate, vegetation type and vegetation widths at fourteen (14) of the twenty (20) cross-sections for calculation of hydraulic roughness for use in the hydraulic model (see Tasks 7 and 8). Photos will be taken from established photo points for inclusion in the report prepared under Task 9.



The cross-section data will be used to update the design HEC-RAS model for the project area and serve as a basis for determination of whether the project is meeting hydraulic performance criteria.

Deliverables: The survey data will be processed and used as described below in Tasks 7–9.

Task 7 – Cross Section Plots and Roughness Calculations

Elevation data will be plotted over the data collected during previous flood conveyance surveys (Nov. 2011, Nov. 2013, Nov. 2016, Jan. 2020) for visual comparison of bed and bank trends. The cross-section plots will be included in the Flood Conveyance Monitoring Report prepared under Task 9. Composite Manning’s roughness values will be calculated and provided in tabular format for each of the fourteen cross-sections where this information is collected. Calculations will be performed as in previous years using the methodology adapted for the project site from: “Guide for Selecting Manning’s Roughness Coefficients for Natural Channels and Flood Plains”.

Task 8 – Hydraulic Modeling

Waterways will import the cross-section geometry and hydraulic roughness data collected and analyzed under Tasks 6 and 7 into the HEC-RAS model that was developed for the project reach. The model will be run, and the results will be compared to the baseline conditions that were used when the project was certified by FEMA, along with the results from the previous monitoring efforts. Figures presenting the modeling results will be prepared for inclusion in the Flood Conveyance Monitoring Report prepared under Task 9.

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Condition 6 of the Section 401 Water Quality Certification “permit” received for the project from the San Francisco Bay Regional Water Quality Control Board (RWQCB) requires that the flood conveyance monitoring occur every three years or following a 5-year (or greater) recurrence interval flood. The peak flow rate in the Napa River has come close to reaching a 5-year recurrence interval flood of 10,000 cfs since project construction, but it has yet to reach it.

The “City of St. Helena Comprehensive Flood Protection Project Adaptive Management & Monitoring Plan for the 2006 Plan” (AMMP) includes additional requirements related to flood conveyance monitoring. The AMMP requires that after a major flooding event (e.g. 10-year recurrence interval or greater) that high water marks be surveyed as soon as practical for comparison to the water surface profiles in the baseline HEC-RAS model. A finding that measured flood capacity is less than designed would warrant an evaluation of causes to determine if modifications to vegetation management protocols or structural elements are needed to ensure protection from the 100-year recurrence interval flood.

Budget has not been included for any additional surveying, data analysis or reporting if a 5-, 10-year, or greater flooding event were to occur after the cross-section survey outlined in Task 6 is completed. If a significant flooding event does occur after the cross-section survey, we can discuss the options with the City and prepare an amendment for the additional work.



Task 9 – Prepare Flood Conveyance Monitoring Report

A report will be prepared that presents the data and summarizes the results from the work completed in Task 6 – 8. A table will be included that compares the calculated Manning’s roughness values from previous surveys. Cross-section plots of data from previous years through the current year will be reviewed and a brief description of the data will be prepared, summarizing and discussing the findings/trends. Management recommendations will be included, as needed, to ensure vegetation roughness is kept to an appropriate level for providing the design conveyance. Any coordination required with the resource agencies for implementing prescribed management activities would be outside this scope and can be completed under a budget amendment at the request of the Client.

Deliverable: Flood Conveyance Monitoring Report (.pdf).

Task 10 – Assist the City in Recovering the Financial Security Provided to CDFW

Waterways will assist the City by supporting the effort to recover the financial security (\$173,000) the City provided to CDFW for assurance the California freshwater shrimp (CFS) habitat elements would meet the Project performance criteria. The Year 5, Year 7 and Year 10 Annual Status Reports included recommendations that the City meet with CDFW to discuss the need for any future monitoring of the CFS enhancement areas. A meeting occurred with CDFW in February 2022 to initiate discussions regarding the release of the financial security but the need for any additional monitoring for CFS was not discussed. Waterways will assist with restarting the effort and help provide CDFW with the information they need for the release of funds.

A budget has been estimated for this task to support the effort described above. These services will be performed on a time and materials basis up to the level of effort included in our attached budget. If additional work is required beyond that allotted in the budget, Waterways will work with the City to establish a budget amendment.

Deliverables: Email correspondences related to recovery of the financial security.

PROPOSED COST

All work shall be performed on a time and materials basis, with a total project budget not to exceed our estimate, without prior written approval of the Client. Refer to attached Exhibit B for a detailed breakdown of our anticipated budget. The estimated budget is valid for a period of 180 days beyond the date of this proposal.

ADDITIONAL SERVICES

Waterways shall be available for additional services on a time and materials basis, at our prevailing rates. Additional services are defined as those that are not specifically identified under the scope of proposed services or those that are required as a result of unforeseen circumstances that arise during the permitting process. Examples of typical “additional services” are included in the attached Standard Provisions.



We look forward to working with you on this interesting project. If you have any questions, please contact me at 831-421-9291.

Sincerely,

Brent Zacharia, PE
CA License No. 72809

STANDARD PROVISIONS

1. Waterways shall not be held responsible for the accuracy of existing mapping or data collection performed by others and made available by the Client. If existing products made available by others are found to be inaccurate or incomplete, during the process of our work, our budget, scope, and/or schedule shall be adjusted to account for unexpected expenses or delays incurred as a result of these deficiencies.
2. Waterways Consulting does not provide boundary surveying services. Our scope of services excludes boundary surveying, unless otherwise stated in the scope and budget. When these services are offered by Waterways, it is through a Subconsultant, and will be explicitly identified as such.
3. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Waterways and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.
4. The Client shall be responsible for obtaining all necessary easements for both temporary construction-related access and for permanent access and parking, where required.
5. The scope of work does not include a "line of sight" study, unless specifically included as a task item.
6. All permitting shall be handled by the Client. Waterways will be available for permitting assistance on a time and materials basis, at the firm's prevailing hourly rates. If permitting agencies request submittal of design reports, detailed hydraulic modeling or calculations, beyond what is deemed by Waterways to be necessary to complete the design, this work will be considered extra, unless specifically outlined in the scope of services.
7. Where the Waterways scope includes preparation of specifications, Waterways will only be responsible for preparation of technical specifications. The Client shall prepare general and front end provisions for the project, if required.
8. Field inspections and or the provision of construction stakes do not relieve the Contractor of their sole responsibility for establishing accurate constructed lines and grades, as specified.



9. Costs have been allocated to individual tasks to determine the total estimated budget. Waterways may reallocate costs among tasks, as needed, as long as the total price is not exceeded for the scope of work proposed, without previous written authorization from the Client.

10. Photocopy and plotting costs are included in the proposed Waterways' price for preliminary and final drawings and specifications in the number of copies shown in the scope of work. The costs of reproduction of publicly distributed draft and final copies will be a vendor charge, which will be billed directly to the Client. Therefore, this cost is not reflected in the proposed Waterways' price. This approach will be more cost effective for the Client, as it will reduce the Waterways' administrative costs.

11. If Waterways, pursuant to this agreement, produces drawings, specifications, or other documents and/or performs field services, and such drawings, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required will be paid for by Client as extra services.

12. Waterways will not be held responsible for the performance of other project team members contracted directly by the Client. Waterways' fees will not be withheld as a result of unacceptable performance on the part of others.

13. Schedules, Budgets, and Estimates of Cost: Any schedules or completion dates, budgets, or estimates of cost prepared by Waterways represent Waterways' professional judgment based on its experience and available information. Since neither Waterways nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding, permit requirements, or market conditions, Waterways cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Waterways or proposed, established, or approved by Client.

14. Our design services are not typically performed to meet a specific total project cost, as cost is often beyond our control. When total project budget is expected to guide the design approach, this expectation should be clearly defined in the Agreement.

15. If the scope of services includes Waterways' assistance in applying for governmental permits or approvals, this work does not include the preparation of additional studies or analysis requested by governmental agencies and not specifically included in our scope (e.g., archeological investigations, wetland delineations, geologic studies, etc.). Waterways' assistance with permit preparation and/or submittal will not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

16. Waterways makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and will



not be responsible for any liability that may arise out of performing or failure to perform soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

17. If the scopes of services to be provided by Waterways pursuant to the terms of this agreement includes the preparation of grading drawings but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Waterways for such services pursuant to this agreement.

18. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with the agreement.

19. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Waterways nor the presence of Waterways employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their responsibilities including, not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

20. Our scope of services does not include preparation of a no-rise analysis or certification, CLOMR, LOMR, or any other reporting to FEMA unless specifically outlined in the scope of work.

21. Design services do not include preparation of a "Design Report" for Client or agency review, unless specifically noted in the scope of services. If the Client requests the preparation of a design report, or the re-formatting of our internal design calculations for submittal to agencies, these services will be performed on a time and materials basis.

22. If the scope of services includes Waterways' assistance in developing designs to place large woody debris within a waterway capable of mobilizing these materials, Client acknowledges that these materials have the potential to be relocated by large floods, even when constructed with mechanical anchoring devices, such as cable or chain. Client acknowledges that placing a buoyant structure in a dynamic environment may result in failure of the structure, for reasons beyond the control of the engineer.

23. Waterways will have no responsibility for the discovery, presence, handling, removal or disposal of hazardous or toxic materials or substances in any form at Project sites, including but not limited to, asbestos, asbestos products or polychlorinated biphenyl (PCB) except for such



hazardous or toxic materials or substances introduced on to the project site by Waterways or any damage or injuries resulting from Waterways' negligence.

24. When hazardous or toxic materials or substances are known, assumed or suspected to exist at a site, Client shall take appropriate precautions to protect health and safety of Waterways' personnel, to comply with applicable laws and regulations, and to follow procedures that Client deems prudent to minimize physical risks to employees and the public. Client shall inform Waterways of any hazardous or toxic materials or substances known by Client to exist at a Project site on which Waterways is providing services.

25. If during the performance of Services on a project, Waterways discovers the existence of unanticipated toxic or hazardous materials or substances which are unsafe and present a risk to Waterways personnel, Waterways may, and without liability therefore, suspend further Services on the project and shall notify Client of Waterways' decision and the reason for suspension of Services.

26. If the scope of services to be provided by Waterways pursuant to the terms of this agreement includes construction observation services, Waterways is not responsible for: continuous inspection or supervision, construction means and methods, project site safety, or contractor's failure to perform. Waterways is not authorized to stop the work of the Contractor or to approve changes to the designs. Waterways may make recommendations during construction, based on unforeseen conditions that could result in Owner-approved changes to the work as shown on the permitted design documents. If such changes are approved by the Owner and implemented by the Contractor, Waterways makes no guaranty that modifications will be acted upon favorably by any governmental agency.

27. Use of Work Product. Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction. Client may use preliminary products for permit review submittals. However, Client is advised that design details may change as designs are finalized. Waterways cannot be held liable for the cost of additional permitting effort or project delays that may result from these changes.

28. The regulatory climate is constantly changing, and expert opinion may differ on the presence and extent of, and potential impacts to, biological resources on a project site. Waterways can only provide our best professional judgment regarding biological resource issues and our interpretation of those resources in the regulatory climate as we understand it. Government regulatory agencies make the final determination regarding the presence and extent of, and potential impacts to, biological resources on a project site. Impacts to sensitive or special-status biological resources without regulatory agency approval may lead to enforcement actions. The



landowner assumes responsibility for all actions conducted on the land that may lead to enforcement actions by government agencies. Agency and public concerns cannot be predicted regarding the proposed project. Waterways is not responsible for unforeseen circumstances that may require additional field work, agency consultation, and/or public hearings. If additional services are necessary, Waterways will be available to provide them under an amended scope and budget.

29. Additional Services often Include:

- Services beyond the scope of services in the agreement.
- Services which need to be provided beyond the time schedule set forth in the agreement.
- Services required as a result of Client providing incomplete or incorrect project information.
- Services related to redesigning documents or rebidding contracts due to no fault of Engineer.
- Services related to making revisions to drawings and specifications occasioned by substituting materials or equipment.
- Reproduction of reports, drawings, and specifications, except as provided under scope of services.
- Providing renderings or models.
- Additional or extended services made necessary by defective, negligent or delayed work by prime contractors or others.
- Additional or extended services during construction made necessary by the acceleration of the progress schedule involving services beyond normal working hours.
- Evaluation of claims or providing testimony in connection with a hearing, arbitration, or litigation.



EXHIBIT B - ESTIMATED BUDGET FOR CONSULTING SERVICES

12/20/2022

Client: Trout Unlimited

Project Name: Napa River and Sulphur Creek - 2023 Monitoring and Reporting Support

Waterways Job No.: 03-385f

		Principal Engineer	Senior Engineer	Staff Engineer	Engineering Technician	Science Technician	Survey Crew	Clerical	Budget Allocation
		(Weld)	(Zacharia)	(Bagley)	(Landsdale)	(Lovrin)	(2 person)	(Tihista)	
#	Task Description	\$195	\$165	\$138	\$125	\$115	\$305	\$78	
1	Project Administration & Meetings		10					4	\$1,962
Sulphur Creek Willow Installation Project									
2	Annual Monitoring (Year 2)		12	2					\$2,256
3	Annual Monitoring Report (Year 2)		12	6					\$2,808
4	Spring 2023 Inspection		12						\$1,980
5	Summer 2023 Inspection		12						\$1,980
City of St. Helena Comprehensive Flood Protection Project - Flood Conveyance Monitoring									
6	Flood Conveyance Monitoring Cross Section Survey	1	8	4	4		48		\$17,207
7	Cross Section Plots and Roughness Calculations	1	2	8	28				\$5,129
8	Hydraulic Modeling	1		8	4	16			\$3,639
9	Flood Conveyance Monitoring Report	2	16	30	6				\$7,920
Assist the City in Recovering the Financial Security Provided to CDFW									
10	On-Call Services		40						\$6,600
Sub Total									\$51,481.00

Direct Expenses	Allocation
Office Expenses	\$350.00
Field Supplies (disposable)	\$150.00
Per Diem	\$2,528.80
Mileage (@ \$.625/mile)	\$937.50
10% Markup on Expenses	\$396.63
Subtotal	\$4,362.93
Total	\$55,843.93



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval to adopt a resolution authorizing: (1) City Manager to execute financial agreements, real estate, right of way and application documents associated with the One Bay Area Grant (OBAG) program.

**CEQA Exempt
Determination:**

Prepared By: Eric Janzen, Assistant Public Works Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City has been awarded Federal funding from the OBAG program for the Main Street St. Helena Pedestrian Improvements project. Caltrans, the administrator of OBAG funding, requires that a City Officer be empowered by Resolution to execute financial agreements, real estate, right of way and application documents associated with the OBAG program.

DISCUSSION

The administration of OBAG funding by City Staff requires the execution of multiple legal documents including financial agreements, real estate, right of way, and application documents by a City Officer. These documents are routine and highly prescriptive. It is in the interest of the City to empower a City Officer to execute documents associated with the OBAG program. by empowering a City Officer, City Council will not have to be consulted each time these routine documents is completed.

Public Works requests that the City Manager be empowered to execute documents associated with the OBAG program.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

[Attachment 1.RESOLUTION.Execute OBAG documents](#)

CITY OF ST. HELENA

RESOLUTION No. 2023-xx

Adopt resolution authorizing: (1) City Manager to execute financial agreements, real estate, right of way and application documents associated with the One Bay Area Grant (OBAG) program.

RECITALS

- A. The CITY has been awarded Federal funding from the OBAG program for the Main Street St. Helena Pedestrian Improvements project; and
- B. Caltrans, the administrator of OBAG funding, requires that a City Officer be empowered by Resolution to execute real estate, right of way and application documents associated with the OBAG program;
- C. The City Council wishes to delegate this authority to the City Manager.

RESOLUTION

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

- 1. Authorize the City Manager to execute real estate, right of way, financial agreements and application documents associated with the OBAG program.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring:

Vice Mayor Eric Hall:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Billy Summers:

APPROVED:

Paul Dohring, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: CONSENT ITEMS

Subject: Accept Annual Integrated Pest Management Report for Calendar Year 2022

CEQA Determination: Not a CEQA project

Prepared By: Carlos Uribe, Assistant Public Works Operations Manager

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

Approved By: Anil Comelo, City Manager

BACKGROUND

In October 2021, as a one of the City Council goals, City staff developed an Integrated Pest Management plan (IPM) and the City Council subsequently adopted the IPM by Resolution. The IPM is an ecosystem-based strategy that focuses on long-term prevention of pests and their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment, and are use when nonchemical methods have been exhausted or not feasible.

DISCUSSION

The IPM is composed of City-wide IPM Requirements, Implementation Responsibilities, Staff Training, HSA (Healthy Schools Act) Methods and Product selection, Approved/Limited/Banned use Product lists, and Emergency Use.

Currently, the City's IPM Coordinator has the responsibility to implement the IPM along with administer and manage the IPM plan and all regulatory reporting for work performed by City Staff. City-managed contractors that perform pesticide applications are required

to obtain the proper licensing and are required to report usage to the City submit pesticides used on City property for review and must abide by all rules listed in the City's IPM Plan.

FISCAL IMPACT

Acceptance of the annual report does not have a fiscal impact.

RECOMMENDED ACTION

Receive and File 2022 Annual Integrated Pest Management Report

ATTACHMENTS

[2022 summary of pesticide use Parks](#)

[2022 summary of pesticide use Gov Build](#)

2022 Pesticde Use

Location	Cheetah Pro Max	Ronstar G	Shepherd	Merit 75 WSP	PAK 27
Crane Park	208 oz				
Meily Park					
Lewis Station					
Lyman Park	8 oz				
Lyman Park Elm Trees			180 ml	3.2 oz	
Wastewater Treatment Plant					
Water Treatment Plant (reservior)					1,500 Lbs
Menen Park	8 oz				
Dean York Ln (open space)					
Elm Tree Tunnel Lanscape	32 z				
Elm Tree Tunnel Trees			1560 ml	50oz	
Library Landscape					
Carnegie Landscape	2 oz				
Pope st Bridges	24 oz				
1572/1574 Railroad ave	8 oz				
Corp Yard	16 oz				
Oak St Parking Lot	2 oz				
Baldwin Park	24 oz				
Signoreli/Big Oak Open Space	24 oz				
Fryer Park	8 oz				
Wappo Park	24 oz				
Main St Tree wells	16 oz				

2022 Pesticide use

Location	Essentria IC3- LV	Premise Pro	Niban Granular Bait	Talpririd	Terad3 AG Blox
Police Dept	5.7500 Gal				
1572 Railroad Ave	3.7500 Gal	0.5000 Gal			
Crane Park (head start building)	3.900 Gal		1.000 Lbs	4.000 Ea	
Fire Dept	1.000 Gal				15.000 BK
Library	3.2500 Gal	1.000 Gal	0.500 Lbs		
1574 Railroad Ave	2.7500 Gal	0.5000 Gal			

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Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: OLD BUSINESS

Subject: Actionable Items to Respond to and Prepare for Climate Change

CEQA Determination: Not a CEQA project

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

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

Chapter 10 ("Element") of the City's General Plan focuses on Climate Change. The purpose of this Element is to present a framework to help the City respond and plan for climate change. The General Plan defines Climate Change as a "change in the average global climate that may be measured by wind patterns, storms, precipitation, and temperature."

The Chapter (Attachment 1) provides concepts, trends, and ideas related to how the City can make changes to combat climate change. A range of policies and implementing actions are outlined below and organized into the following topic areas:

1. Transportation and Mobility;
2. Buildings and Energy;
3. Consumption and Solid Waste;
4. Agriculture, Natural Resources, and Urban Forests;
5. Community Engagement; and
6. Local Government Operations

In addition to these actions, the Council has taken the following steps to respond to and prepare for climate change with other items listed in Goal 6:

1. Adopted an Integrated Pest Management Policy in October 2021.
2. Advance the City's public trust commitments to water and climate change - interim protocols for Stonebridge Wells were adopted in April 2021 and a Water Security Framework was presented to the City Council on 7/27/2021.
3. Joined the Countywide JPA (Climate Action Committee) in April 2021.
4. Working in collaboration with NVTa to develop and adopt Vehicles Miles Traveled (VMT) thresholds in accordance with State law.
5. Approved Ordinance 2022-11 Banning Gas Powered Leaf Blowers and allowing only electric or battery powered machines.
6. Declared a Climate Emergency on April 12, 2022.
7. Adopted the Triannual California Building Standards Code Modifying Chapter 15 of the St. Helena Municipal Code (effective January 1, 2023), which has new requirements to reduce GHG and to encourage energy efficiency.

DISCUSSION

The list of the implementing actions is impressive and important. In order to make appreciable change to reduce GHG emissions, there should be importance around setting realistic goals. The City has come up with the following items that are realistic to address reduction in GHG:

1. **Recognize the impacts of newly adopted Energy Code:** 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.
2. **Create incentives to encourage GHG friendly type home 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.
3. **Encourage Gray Water Systems:** The City is moving to develop policies and guidelines to normalize the use of gray water systems. Gray water is untreated wastewater that does not present a threat from contamination by unhealthy processing. An example of this is wastewater from bathtubs. The Community Development Department will be bringing a policy forward on this in the coming months.
4. **Continue to install multi modal transportation infrastructure:** Continue to adhere to the City's adopted Bike Plan (as outlined in the General Plan Circulation

Element) by installing bike lane facilities. Anytime a street is set to be repaved, multi modal transportation included in the design phase. The City has a complete streets approach which considers design for all roadway users including pedestrians and bicycles.

5. **Increase Electric Vehicle (EV) charging infrastructure:** There are funding opportunities for EV charging stations through the California Energy Commission and MCE. The City hopes to apply for and if granted, utilize these types of funding to identify and develop EV charging infrastructure.

FISCAL IMPACT

There is no fiscal impact at this time. However, staff time and funding resources will be required for applicable actions to respond to and plan for climate change.

RECOMMENDED ACTION

Provide direction to staff.

ATTACHMENTS

[Attachment 2 - General Plan Implementing Actions Jan. 2023](#)

[Attachment 1 - Climate Change Chapter 10](#)

Climate Change Element											
No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
1	Adopt and implement pedestrian and bicycle networks within St. Helena that may connect to a countywide multi-use trail that extends from Calistoga to American Canyon.	Medium					✓	●	Public Works		Transportation and Mobility
2	If feasible maintain and enhance existing express bus, local bus, and para-transit services. Provide shuttle service between the three upvalley towns. Support the establishment of a northbound express bus during peak commute hours. Ensure that these services provide opportunities to connect with existing and proposed countywide service improvements, including the transit center in Downtown Napa.	Medium				✓		●	NVTA/ Public Works	Collaboration with NVTA; Public Works staff is working NVTA regarding the installation of the EV Bus charging station at the City's Corp Yard.	Transportation and Mobility
3	Expand Park and Ride areas and other support facilities to encourage public transportation use and car and van pooling.	Medium				✓			NVTA/ Public Works		Transportation and Mobility
4	Evaluate truck and freight rail routes through the city. Based on these findings, develop policies and strategies to improve circulation and neighborhood compatibility issues.	Difficult				✓			Public Works		Transportation and Mobility
5	Adopt and implement transportation plans in accordance with the Napa Valley Transportation Authority's (NVTA) Strategic Transportation Plan to increase transit service and ridership in St. Helena and connections with County transit services.	Medium				✓		●	NVTA/Public Works	NVTA lead agency and they normally supply equipment and studies.	Transportation and Mobility
6	Establish programs to reduce vehicle miles traveled by supporting local hiring, food production, farmers' markets, and community-based "buy local" campaigns. For General Plan purposes, "local" includes St. Helena and its residents, as well as the residents and areas of the surrounding towns and unincorporated County that have traditionally been served by St. Helena's commercial and retail services.	Difficult			✓			●	Administration/Planning	Opportunity to work with various community groups	Transportation and Mobility

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
7	Evaluate parking standards to help reduce vehicle miles traveled and reduce vehicle idling.	Medium	In Progress	✓					Planning	The Comprehensive Zoning Code Update is evaluating parking standards. Additionally the City is proposing a new Mixed Use zoning designation which will mix uses and allow for more non-vehicular trips.	Transportation and Mobility
8	Increase walkability and bikeability to encourage a reduction in local auto trips. Strengthen outreach to increase awareness of pedestrian and bicycle amenities throughout the city.	Medium	In Progress	✓				●	Public Works	Active Transportation Plan / Safe Routes to School, Phase I completed. Phase I includes study of Spring Street and Madrona Avenue corridors. Collaboration with SHUSD and Napa County Bike Coalition.	Transportation and Mobility
9	Require discretionary development projects to assess and mitigate the impacts of vehicle miles traveled using transportation demand management programs, including providing transit amenities.	Medium					✓		Planning/Public Works	All discretionary projects requiring a CEQA evaluation will be assessed for potential VMT impacts and will include mitigation measures to reduce them as appropriate.	Transportation and Mobility
10	Initiate programs that encourage car-free tourism through incentives, outreach, awareness, and creating a bicycle and pedestrian-friendly environment.	Medium		✓					Public Works	Potential collaboration with St. Helena Chamber of Commerce and community organizations.	Transportation and Mobility
11	Adopt and implement programs to assist businesses and organizations switch from fossil fuel-powered fleet vehicles to vehicles powered by clean, renewable energy sources.	Medium				✓		●	Public Works		Transportation and Mobility
12	Develop parks and open spaces in support of efforts to create walkable, bikeable mixed-use neighborhoods, especially to complement higher-density development and connect lower-density areas.	Medium	In Progress		✓				Planning , Public Works and Parks & Recreation.	The Comprehensive Zoning Code Update is evaluating new open space standards to ensure higher density development has adequate open space and amenities. The Parks and Recreation Department will begin a Parks Master Plan process.	Transportation and Mobility
13	Design and operate the public street system to optimize fuel efficiency. Consider fuel efficiency in the design of street extensions, connections, and right-of-way controls at intersections, and monitor and adjust traffic signals.	Medium			✓				Public Works		Transportation and Mobility

<u>No.</u>	<u>Implementing Actions</u>	<u>Degree of Difficulty</u>	<u>Status</u>	<u>Short Term (1-2 Years)</u>	<u>Mid Term (3-4 Years)</u>	<u>Long Term (5+ Years)</u>	<u>Ongoing</u>	<u>Opportunity for Regional Collaboration</u>	<u>Agency/ Department Responsible</u>	<u>Notes</u>	<u>Category</u>
14	Partner with the County of Napa to implement an AB811 program that makes funding available to residential and commercial property owners seeking to improve their properties to conserve energy and water, and to generate solar energy.	Medium			✓			●	Building		Buildings and Energy
15	Pursue state and federal funding programs designed to reduce energy demand through conservation and efficiency.	Medium		✓				●	Building	When the City receives funding through CDBG, it can generally be used for energy efficiency updates if the homeowner qualifies and if that is the intention of the grant.	Buildings and Energy
16	Implement Title 24 energy conservation standards for new buildings, and other State building code standards for high performance "green" buildings. Utilize established green building standards, such as Leadership in Energy and Environmental Design (LEED) and Build it Green.	Easy	In Progress				✓		Building	The City adopts and enforces the latest edition of Title 24 state building codes (currently the 2019 edition), which include the California Energy Code and the CalGreen Building Code. We currently enforce all mandatory requirements of the CalGreen and Energy Codes which are some of the strictest in the nation. Additionally it is important to note that staff finds that residential project owners voluntarily are choosing to use closed cell spray foam and other superior energy efficiency upgrades. Another example is the high number of PC solar with battery back up installations that are occurring.	Buildings and Energy

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
17	Continue to reduce energy use by promoting domestic water conservation and requiring water-efficient landscape improvements associated with new construction.						✓		Public Works	The City enforces the States Model Water Efficiency Landscape Ordinance (MWELO) which requires all landscaped areas with 500 square footage (or more) for commercial properties to have compliant landscape sprinkler systems. Additionally, the CalGreen code mandates all new plumbing fixtures in commercial and residential construction comply with water-saving fixture standards. SB407 required all commercial and residential properties to retrofit plumbing fixtures to low-water usage beginning in 2014.	Buildings and Energy
18	Reduce greenhouse gas emissions from buildings and energy use. Require or request that new development projects analyze greenhouse gas emissions due to energy use and incorporate energy and safe yield water conservation measures into projects.		In Progress				✓		Building	The state code requires commissioning of non-residential buildings of 10,000 Square Foot+. Commissioning evaluates the basis of design for a building to determine energy efficiency goals ventilation requirements, equipment and system expectations, building envelope performance expectations, etc... The City generally does not have projects this large in our City and the City ordinance limits certain commercial buildings to less than 10,000 square feet. Also, projects this large in the. Also, project that are subject to CEQA may be required to evaluate greenhouse gas emissions. The current Energy Code requires that all new residential projects install renewable energy source(s) to achieve a net-zero energy standard.	Buildings and Energy
19	In support of countywide energy generation efforts, increase local renewable energy generation. Adopt production standards for the City based on quantifiable measures that increase per capita generation levels.	Difficult	In Progress			✓		●	Building	The City continues to issue PV-Solar permits for both residential and commercial properties.	Buildings and Energy

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
20	Remove regulatory impediments and economic disincentives associated with the generation and use of energy from renewable sources, such as wind, geothermal, and solar energy.	Difficult	In Progress		✓				Building	The City expedites all renewable energy permit applications.	Buildings and Energy
21	Establish programs that encourage owners to retrofit existing structures to incorporate energy-efficient and "green" building standards.	Medium	Complete	✓					Building	All remodels are meeting energy code and in many cases exceeding code.	Buildings and Energy
22	Establish programs and create incentives to achieve a 75 to 90 percent citywide construction and demolition debris waste diversion level in support of Statewide goals.	Medium	In Progress		✓				Building / Public Works	Green code requires 65% of construction waste be recycled. The landfill costs are high in this region which is an existing incentive to recycle debris.	Consumption and Solid Waste
23	Establish programs and create incentives to achieve a 75 percent organic (food and green) waste diversion level in support of statewide goals.	Medium			✓				Public Works	Napa County is lead agency. The City's Environmental Services Technician is developing a program to support County's effort.	Consumption and Solid Waste
24	Establish citywide collection services for segregated food waste from commercial sources.	Medium		✓					Public Works	*similar to item 23	Consumption and Solid Waste
25	Encourage home composting of organic waste.	Easy	In Progress	✓					Public Works	*similar to item 23	Consumption and Solid Waste
26	Create and support other programs, such as the Napa County Green Business Program and the green restaurant program, that help achieve the 75 to 90 percent overall waste diversion goal.	Medium	In Progress		✓			●	Public Works	*similar to item 23 and opportunity to work with Upper Valley Disposal	Consumption and Solid Waste
27	Adopt environmentally-preferable purchasing measures and explore joint-purchasing agreements with partner agencies and businesses.	Easy	In Progress				✓		Administration & Finance	Purchasing of specific goods are required by SB1383 including copy paper, folders, printed promotional material, paper towels, etc...	Consumption and Solid Waste
28	Establish programs to support and encourage local agriculture, food production, and school and community gardens.	Easy			✓				City Manager		Agriculture, Natural Resources, and Urban Forest

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
29	Promote edible landscaping where possible.	Easy		✓					Public Works		Agriculture, Natural Resources, and Urban Forest
30	Establish programs and plans that create and enhance urban forests and greenways.	Medium		✓					Planning & Public Works		Agriculture, Natural Resources, and Urban Forest
31	Assess the impact of land use changes, new vineyards, and urban development on carbon sequestration.	Difficult				✓			Planning		Agriculture, Natural Resources, and Urban Forest
32	Support efforts by local growers and restaurants to produce and use locally-grown food and remove associated regulatory hurdles.	Easy			✓			●	City Manager's Office		Agriculture, Natural Resources, and Urban Forest
33	Revise ordinances to further protect habitat and mitigate the conversion of oak woodlands, natural resources, riparian habitat, and other important protecting similar habitats.	Difficult	In Progress			✓			Planning	The Comprehensive Zoning Code update will clearly specify special setback considerations for properties that are near creeks and waterways to preserve riparian habitat.	Agriculture, Natural Resources, and Urban Forest
34	Support and promote the Napa Green Certified Winery Program and the Napa Green Certified Land Program.	Easy			✓			●	Planning		Agriculture, Natural Resources, and Urban Forest
35	Adopt landscape ordinances that promote drought resistant plants, and limit or restrict lawns and other high-water-demand plants unless irrigated with reclaimed or grey water systems.	Easy	In Progress	✓					Planning & Public Works	The Comprehensive Code Update includes regulations to limit water use in landscaping and regulate the use of drought tolerant landscaping.	Agriculture, Natural Resources, and Urban Forest
36	Develop and adopt energy-saving and environmentally-sound domestic water conservation plans.	Medium		✓					Public Works		Agriculture, Natural Resources, and Urban Forest
37	Establish an urban forestry program to ensure a coordinated and comprehensive approach to maintaining and increasing the City's trees especially native varietals when possible.	Medium			✓				Planning & Public Works		Agriculture, Natural Resources, and Urban Forest

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
38	Partner with the St. Helena Unified School District, private schools, community-based non-profit organizations, and others to undertake public outreach and education efforts that broaden community involvement in reducing greenhouse gas emissions.	Easy			✓			●	Planning		Community Engagement
39	Market and encourage participation in incentive programs that improve energy efficiency.	Easy	In Progress	✓				●	Building	Our community is very fortunate to have an abundance of owners with the financial resources to allow them to install high energy efficient home improvements such as LED, solar and whole house management systems.	Community Engagement
40	Foster and build public-private partnerships that help achieve greater energy efficiency and reduce greenhouse gas emissions.	Difficult	In Progress				✓		Building	The Building Department will be bringing forward an ordinance for the City Council to consider reducing permit fees for systems that reduce water and energy use/ GHG reduction systems. The plan is to encourage transition to more efficient energy sources and recycled water systems beginning in 2023.	Community Engagement
41	Promote programs designed to advance sustainable business practices in St. Helena. Use the Napa County Green Business Program as a model for a City-based effort.	Difficult					✓		Public Works		Community Engagement
42	Participate in and help develop effective regional, state, and federal solutions to reduce emissions.	Medium	In Progress				✓		Planning & Building	All discretionary projects requiring a CEQA evaluation will be assessed for potential VMT impacts and will include mitigation measures to reduce them as appropriate.	Community Engagement
43	Engage and assist local agencies and utility companies toward achieving greenhouse gas reduction targets.	Medium	In Progress				✓		Building	The City has joined MCE and is "Deep Green"	Community Engagement
44	Enable long-term solutions by investing in and supporting science and engineering education.	Easy					✓		SHUSD		Community Engagement
45	Support the United States' participation in international greenhouse gas reduction efforts.	Medium					✓		City Manager's Office		Community Engagement

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
46	Establish an outreach program to raise public awareness about gardening, composting, and agriculture. Utilize public access television, the City's website, public notices, and workshops to engage a broad and diverse range of residents.	Easy		✓				●	Administration & Public Works	The City is working to promote UC Master Gardeners Events and to work with Napa RCD	Community Engagement
47	Transition City fleets to vehicles powered by clean, renewable energy sources.	Difficult	In Progress				✓	●	Administration & Public Works	On-going. The WWTP will soon have a hybrid vehicle. The new meter read vehicle will also be a hybrid. The Police Department recently purchased an all electric vehicle.	Local Government Operations
48	Install electric vehicle charging stations with funding from state and federal resources.	Medium	In Progress		✓		✓		Building & Public Works	The City installed two electric car charging stations in the Oak Street parking lot. The City will continue to actively look for grants for EV Charging stations. The Corporation Yard will house the EV Charging Station for the NVTa Electric Bus.	Local Government Operations
49	Encourage alternatives to agency employees' use of single-occupancy vehicles by providing bicycle racks, preferential parking permits for carpools and vanpools, commuter information, and other incentives.	Medium			✓			●	City Manager's Office/Public Works	There are bike racks at the NVC campus and the City will encourage staff to use that when going downtown	Local Government Operations
50	Conduct audits and regularly monitor the effectiveness of City and County energy efficiency implementation measures and adapt them to meet targets.	Medium					✓		Building & Public Works	The City does not have the staffing capacity to energy efficient audits at this time.	Local Government Operations
51	Convert street lighting, water pumping, water treatment, and other energy-intensive operations to more efficient technologies.	Difficult	In Progress				✓	●	Public Works	On-going. The City is actively converting lights to LED or other efficient technology.	Local Government Operations
52	Ensure that new municipal or substantially-renovated municipal facilities incorporate cost-effective strategies for reducing greenhouse gas emissions, conserving energy and water, and utilizing sustainable construction practices.	Medium	In Progress		✓				Building & Public Works	The City is doing this through the permitting process.	Local Government Operations

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
53	Consider carbon emissions from the production, transportation, use, and disposal of goods as a criterion for City purchasing decisions.	Easy					✓		Administration, Finance & Public Works		Local Government Operations
54	Establish a comprehensive, user-friendly recycling program that involves all City departments and facilities. Recover 70 to 85 percent of all waste generated in City operations.	Medium	In Progress	✓				●	Lead: Public Works - All	Per SB 1383, the City will work towards this.	Local Government Operations
55	Install renewable energy systems at City facilities.	Medium	In progress				✓		Building & Public Works	The City installed two new electric car charging stations in the Oak Street parking lot.	Local Government Operations
56	Review and update the implementation actions recommended by the City's Climate Protection Task Force (CPTF) on an annual basis.	Easy	Complete	✓					Planning	Sustainability related items are regularly brought to the City's Active Transportation and Sustainability Committee (ATSC) when applicable.	Local Government Operations



Report to the City Council
Regular City Council - 22 Feb 2022

Agenda Section: NEW BUSINESS

**Subject: Discussion and Direction Related to Recommended
Prioritization of General Plan Climate Action Initiatives**

**CEQA Not a CEQA project
Determination:**

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

Reviewed By: April Mitts, Administrative Services Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Chapter 10 ("Element") of the City's General Plan focuses on Climate Change. The purpose of this Element is to present a framework to help the City respond and plan for climate change. The General Plan defines Climate Change as a "change in the average global climate that may be measured by wind patterns, storms, precipitation, and temperature."

The Chapter (Attachment 1) provides concepts, trends, and ideas related to how the City can make changes to combat climate change. A range of policies and implementing actions are outlined below and organized into the following topic areas:

1. Transportation and Mobility;
2. Buildings and Energy;
3. Consumption and Solid Waste;
4. Agriculture, Natural Resources, and Urban Forests;
5. Community Engagement; and
6. Local Government Operations

In addition to these actions, the Council has taken the following steps to respond to and prepare for climate change with other items listed in **Goal 6**:

1. Adopted an Integrated Pest Management Policy in October 2021.
2. Advance the City's public trust commitments to water and climate change - interim protocols for Stonebridge Wells were adopted in April 2021 and a Water Security Framework was presented to the City Council on 7/27/2021.
3. Joined the Countywide JPA (Climate Action Committee) in April 2021.
4. Working in collaboration with NVTa to develop and adopt Vehicles Miles Traveled (VMT) thresholds in accordance with State law.
5. Will consider alternatives to Gas Leaf Blowers-expected in Quarter 4 of 2022 (Staff is currently in the planning phase and it is expected that this policy item will be heard at a future ATSC meeting, with applicable public outreach).

Connection to the City Council Three Year Adopted Workplan: This item is listed under Goal 6: Support initiatives that respond to and plan for climate change. Specifically, task is 6A: Prioritize General Plan "Climate Action" Chapter action items with appropriate staff and Planning Commission/ATSC Committee feedback into short (1-2 years) and long-term (3-5 year) actionable tasks.

DISCUSSION

Staff has organized the 56 implementing actions into a spreadsheet ("list") and categorized the actions by short-term (1-2 years), mid-term (3-5 years), long-term (5+ years), and ongoing actions (Attachment 2). Additionally, this list has placed a degree of difficulty to each action. Difficulty is defined as impact on staffing, funding, and additional resources required. As this chapter references the importance of regional collaboration, there is a column for opportunities for regional collaboration.

This list was brought to the Active Transportation and Sustainability Committee (ATSC) in September 2020 and, after initial discussion of the implementing actions, the Committee requested that it be brought back in March 2021 for a second discussion which would allow for additional time to provide feedback. At this meeting, staff requested that the ATSC review this list and provide feedback on the prioritization of the short-term and long-term goals. The ATSC provided the following feedback:

- The impact of water is important
- Projects that promote bike-ability and walkability in the City are important
- There is a relationship between housing and achieving climate action goals
- Would having a single use ban on plastics at events be hard?
- How can we better promote MCE and deep green?

The purpose of this staff report is to provide an update to the City Council and to receive Council on the prioritization of the implementing actions, with emphasis on short-term (1-2 year) actions (Attachment 3). Shorter term actions can be considered for the Council's workplan for FY 2022-23.

FISCAL IMPACT

There is no fiscal impact for this report. However, some of the specific action items may have a fiscal impact and funding for these items can be identified and accomplished through the City's annual budget process, regional collaboration, and grants.

RECOMMENDED ACTION

Provide discussion on the prioritization of implementing actions.

ATTACHMENTS

[Attachment 1- Climate Change Chapter - General Plan Update 2040](#)

[Attachment 2 - Climate Action Implementing Actions](#)

[Attachment 3 - Short Term Goals](#)



chapter ten
climate change

10 climate change



Community farmers markets provide opportunities to purchase locally-grown foods close to home, reducing the miles food travels to the table.

- 1 introduction
- 2 land use and growth management
- 3 economic sustainability
- 4 public facilities and services
- 5 circulation
- 6 historic resources
- 7 community design
- 8 open space and conservation
- 9 public health, safety, and noise
- 10 climate change**
- 11 housing
- 12 parks and recreation
- 13 arts, culture, and entertainment

10.1 Purpose of the Element

The Climate Change Element presents a framework to help the City respond to and plan for climate change. It aims to effectively address energy and water conservation, renewable energy production, transportation, sustainable business development, and the responsible evolution of the City to reduce climate change impacts in St. Helena. The policies and actions included in this element seek to chart a course that meets St. Helena's specific needs, aligning with the Napa Countywide Community Climate Action Plan Framework, which St. Helena participated in developing. The Climate Change Element includes the following sections:

The Climate Change Element:

- **10.2 Combating Climate Change in St. Helena.** Describes key climate change issues in St. Helena (p. 10-3).
- **10.3 Key Findings.** Identifies key findings based on an existing conditions analysis and extensive community outreach (p. 10-8).
- **10.4 Goals.** Defines overarching goals to guide policies and implementing actions (p. 10-11).

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- **10.5 Policies and Implementing Actions.** Identifies policies and implementing actions to accomplish St. Helena's climate change objectives (p. 10-13).

10.2 Combating Climate Change in St. Helena

Climate change refers to a change in the average global climate that may be measured by wind patterns, storms, precipitation, and temperature. The term climate change is often used interchangeably with the term global warming. Global warming refers to an average increase in the temperature of the atmosphere near the Earth's surface, which can contribute to changes in global climate patterns. However, rising temperatures are just one aspect of climate change.

Greenhouse gases (GHGs) are gases that trap heat in the atmosphere and regulate the earth's temperature. This effect, known as the Greenhouse Effect, is responsible for maintaining a habitable climate. GHGs are released into the earth's atmosphere through a variety of natural processes and human activities. The current period of global warming is widely attributed to a buildup of GHG emissions from human-made sources that have proliferated and accelerated since the age of industrialization. Many scientists project that global temperatures will likely continue to increase in the future, raising broad concern about the effects of temperature change on the Earth's climate. Potential risks include rising sea levels, changing precipitation patterns, expanding desertification, and increasing GHG emissions.

Although debate continues about how the United States should engage in the global climate change discussion, many state and local governments have adopted policies to address climate change concerns. By adopting this Climate Change Element, St. Helena can take steps to forward the global climate change agenda at the local level. Moreover, as climactic conditions shift in the coming decades – potentially requiring policy responses unknown today – St. Helena will be in a position to adapt to and accommodate new federal, State, and regional planning requirements as they arise.



Canopies of urban street trees create shade and help enhance quality of life while mitigating the impact of the built environment on natural systems.

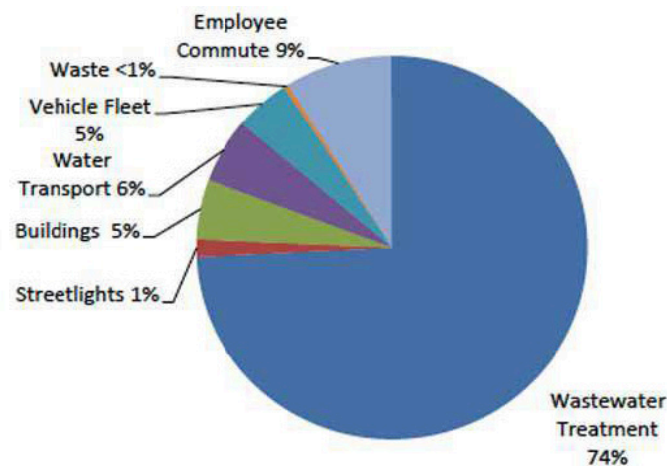
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Innovative systems can capture and reuse rainwater and make use of rooftop spaces for agriculture or plantings.

St. Helena joined the International Council for Local Environmental Initiatives (ICLEI) in 2008. In coordination with ICLEI and the Climate Protection Campaign, the City developed the 2009 City of St. Helena Greenhouse Gas Emissions Reduction Action Plan Analysis Final Report. In 2012, the City completed a GHG emissions inventory of City-controlled operations and activities. Available data indicate that in 2010, the City of St. Helena municipal operations emitted 3,506 metric tons of equivalent carbon dioxide (CO₂e). Municipal GHG emissions varied by end-use sector, with water and wastewater operations and employee commutes generating the largest proportions of total emissions. The remainder of the City's GHG emissions included City buildings, vehicle fleet, streetlights, water transport facilities, and government-generated solid waste disposal.

Figure 10.1 Government Operations Emissions by Sector, 2010



In addition to the 2005 and 2010 municipal inventories, ICLEI developed 2005 and 2010 community GHG inventories for the City of St. Helena. A community inventory accounts for emissions from all emissions sources, not just from those sources under direct municipal control. According to ICLEI's modeling, St. Helena produced 43,831 metric tons of CO₂e in 2005 and 44,008 metric tons of CO₂e in 2010. In 2005, the largest sources of emissions were the

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commercial/industrial sector (38 percent), residential (25 percent), and on-road transportation (22 percent). In 2010, commercial/industrial emissions remained the largest contributor of GHGs in St. Helena (35 percent), followed by on-road transportation (29 percent), and residential (25 percent) (ICLEI, 2012). Emissions were reduced in all sectors except the transportation sector, which increased 36 percent.

For the General Plan Update, an updated community GHG emissions inventory was compiled for the City of St. Helena using best available data and modeled for a baseline year of 2018. The inventory found that St. Helena's baseline emissions totaled 76,012 MTCO₂e. As shown in Table 10.1: 2018 GHG Emissions Summary by Sector (MTCO₂e), the transportation sector was responsible for the largest source of emissions, generating 44,531 MTCO₂e (59 percent). Electricity and natural gas use from the commercial/industrial sector was the second largest source of emissions, generating approximately 12,773 MTCO₂e (17 percent). Electricity and natural gas consumption within the residential sector was the third largest source of emissions, generating 9,890 MTCO₂e (13 percent).

In 2012, the City adopted a GHG reduction target of 20 percent below 2005 levels by the year 2020. This target is consistent with the State's goal to reduce California emissions to 1990 levels by the year 2020. In recent years, the State has also set a reduction

TABLE 10.1: 2018 GHG Emissions Summary by Sector (MTCO₂e)

Sector	Annual GHG Emissions (MTCO ₂ e)	Percent of Total
Residential	9,890	13%
Commercial/Industrial	12,773	16.8%
Transportation	44,531	58.6%
Solid Waste	3,734	4.9%
Water Transport, Distribution, and Treatment	138	0.2%
Wastewater	181	0.2%
Off-Road Equipment	4,631	6.1%
Public Lighting	37	>0.1%
Agriculture	97	0.1%
TOTAL	76,012	100%
<i>Source: Dyett & Bhatia, 2017.</i>		

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CONCEPTS, TRENDS, AND IDEAS

Planning Regionally as a Solution to Climate Change

The single-largest source of greenhouse gases in California is emissions from passenger vehicles. This means that in order to reduce greenhouse gas emissions and reduce our contribution to climate change, California must revisit existing policies and the way communities are designed in order to reduce the number of vehicle miles traveled by the State's residents, therefore reducing vehicle emissions.

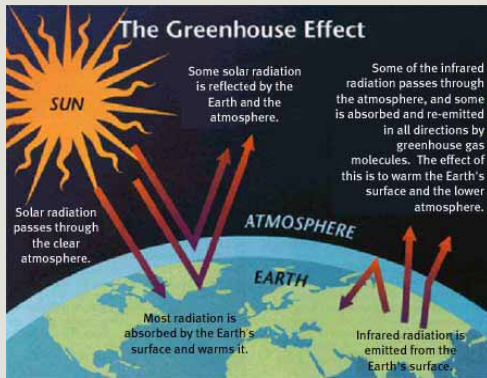
In 2006, the Governor signed The Global Warming Solutions Act into law to do just that. Often referred to as Assembly Bill 32 (AB 32), the Global Warming Solutions Act requires the State of California to reduce greenhouse gas emissions (GHG) to 1990 levels no later than 2020. In recent years, the State has also set a reduction goal of reducing GHG emissions to 80 percent below 1990 levels by 2050 (Executive Order S-3-05) and an interim target of 40 percent below 1990 levels by 2030 (Executive Order B-30-15). Additionally, the California Air Resources Board (CARB) Scoping Plan, adopted in 2017, establishes per capita GHG emissions targets of 4.0 metric tons of CO₂e per capita by 2030 and 2.0 metric tons of CO₂e per capita by 2050. These per capita targets are consistent with statewide reduction goals.

SB 375 takes AB 32 to the next step by requiring California's regional land use and transportation authorities to work with local agencies to achieve more compact growth patterns, thereby reducing the quantity of greenhouse gases emitted by passenger vehicles.



Although many Californians can picture the long-term dire consequences of climate change, there are also many near-term dangers to the state's wetlands as changing weather patterns affect wildlife habitats and life cycles.

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The greenhouse effect has been studied for many years, but California is the first state in the nation to take specific action to combat the effects of greenhouse gas emissions.

SB 375 has five key features:

1. It mandates that regional planning agencies establish regional targets for reducing greenhouse gas emissions tied to land use, and therefore driving patterns.
2. It requires that regional planning agencies create a plan to meet those targets.
3. SB 375 requires that regional transportation funding decisions be consistent with this new plan.
4. It integrates regional transportation planning and housing allocation efforts for the first time.
5. It establishes new California Environmental Quality Act (CEQA) exemptions and streamlining for development projects that conform to the new regional plans.

The Sustainable Communities Strategy

SB 375 requires the California Air Resources Board (CARB) to establish GHG emission reduction targets related to transportation for each Metropolitan Transportation Organization (MTC) region by September 30, 2010. The Metropolitan Transportation Commission (MTC) is the designated MPO for Napa County and the greater Bay Area region.

Under SB 375, each MPO must then add a new element to its long-range Regional Transportation Plan (RTP) called a "Sustainable Communities Strategy," or SCS. The SCS seeks to achieve the targeted reductions in greenhouse gas emissions if there is a feasible way to do so, planning for compact growth and matching transportation improvements.

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goal of reducing GHG emissions to 80 percent below 1990 levels by 2050 (Executive Order S-3-05) and an interim target of 40 percent below 1990 levels by 2030 (Executive Order B-30-15). Additionally, the California Air Resources Board (CARB) Scoping Plan, adopted in 2017, establishes per capita GHG emissions targets of 4.0 metric tons of CO₂e per capita by 2030 and 2.0 metric tons of CO₂e per capita by 2050. These per capita targets are consistent with statewide reduction goals.

Through Assembly Bill 32 and other legislation, the State is implementing measures that will reduce emissions by improving fuel efficiency in vehicles, reducing the carbon intensity of transportation fuels, increasing the use of renewable power, and other actions. However, local action is also needed to complement actions at the State level and ensure St. Helena meets its reduction target.

Targeting climate change policies to reduce vehicle miles traveled on local roads is essential to achieving the City's long-term GHG reduction goals. Moreover, strengthening policies to improve commercial and residential building efficiency, conserve energy, and eliminate organic waste from landfills can reduce community emissions. Within government operations, improving building efficiency, utilizing renewable energy, and replacing vehicles with more fuel-efficient models can significantly reduce GHG emissions.

In 2009, St. Helena joined with other Napa County jurisdictions to prepare the Napa Countywide Community Climate Action Framework. The Framework, adopted by the Napa Valley Transportation Authority (NVTa) in 2010, provides a consensus-based context for further planning efforts by the individual cities and towns. It outlines a suite of actions that, when translated into locally specific programs and projects countywide, will help meet climate protection targets. Many of the implementing actions contained in this Climate Change Element are based on the actions identified in the Framework.

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Green jobs programs can help to build local capacity for solar installations and other energy saving strategies for homeowners.

10.3 Key Findings

There are several challenges and opportunities facing St. Helena related to climate change. The following key findings are based upon comprehensive existing conditions analysis and community input.

- St. Helena is currently implementing a program to reduce GHG emissions from City facilities based on findings in the City of St. Helena Greenhouse Gas Emissions Reduction Action Plan Analysis (Final Report April 22, 2009).
- The City of St. Helena municipal operations emitted 3,506 metric tons of CO₂e during the year 2010. Water and wastewater operations and employee commutes generated the largest proportions of total emissions 74 percent and 9 percent, respectively). Water transport facilities accounted for 6 percent of emissions, followed by City buildings (5 percent street lights (1 percent) and government-generated waste (less than 1 percent). By implementing measures for future action relating to building and equipment energy efficiency, fuel efficiency, alternative fuel options, and alternative energy generation, the City can make strides to meet its GHG reduction goals and be a model for other businesses and institutions seeking to reduce long-term emissions levels.

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Innovative landscaping like rain gardens can beautify impermeable surfaces like parking lots while address water runoff concerns.

- The City participated in the development of the Napa Countywide Community Climate Action Framework, which contains 53 consensus-based actions intended to guide the participating jurisdictions in meeting GHG reduction goals. The collaborative process was managed by the Napa County Transportation and Planning Agency. A 2006 Bay Area Air Quality Management District (BAAQMD) report indicated that approximately 55 percent of GHG emissions in Napa County resulted from mobile source emissions. Effective land use planning that reduces vehicle miles traveled and promotes alternate modes of transportation is essential to mitigating climate change. By focusing on improving bicycle and pedestrian connections across the City and reducing commute and truck trips, St. Helena can address auto-related emissions levels at both the local and regional levels.
- St. Helena's estimated 2018 baseline community-wide GHG emissions totaled 76,012 metric tons CO₂e, and emissions were 13.0 MTCO₂e per capita for the residential population and 6.7 MTCO₂e per service population. Transportation emissions make up a significant portion of St. Helena's emissions (59 percent), with commercial/industrial energy use in second place (17 percent), and residential energy use in third (13 percent). Commercial/industrial and residential emissions have decreased since 2010. Transportation emissions appear to have significantly increased since 2010, however, this is due to a change in the methodology in accounting for VMT within the GHG inventory to be consistent with best practices and protocols.
- Over half of community-wide emissions in St. Helena result from on-road vehicles. Effective land use planning that reduces VMT and promotes alternate modes of transportation is essential to mitigating climate change. By focusing on improving bicycle and pedestrian connections across the city and reducing commute and truck trips, St. Helena can address auto-related emissions levels at both the local and regional levels.
- Like other communities throughout California, St. Helena is vulnerable to water shortages in the event of prolonged period of drought that could be exacerbated by climate change. Fully integrating water resource conservation policies and implementation measures into the City's Climate Change Element is essential to ensuring that St. Helena will have adequate water supplies to meet its future needs.

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- A significant portion of St. Helena's economy relies on industry sectors that may be adversely affected by climate change, most importantly agriculture and tourism. By considering the water supply in future climate change scenarios and supporting measures to recycle and reuse water as much as possible in the near future, the City can begin to strengthen the viability of its industries, markets, and employment into the future.

Creating walkable streets and shopping districts can help to reduce dependence on automobiles as residents and visitors walk and bicycle more.

10.4 Goals

The goals of the Climate Change Element are:

Increase Citywide Transportation-Related Energy Efficiency.

The City seeks to reduce demand for fossil fuels by decreasing VMT, improving transit options and the fuel efficiency of vehicles, supporting the use of renewable energy-powered vehicles, and creating a bicycle and pedestrian-friendly environment.

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Reduce Energy Demand Through Improved Building and Design.

St. Helena is dedicated to reducing energy demand by promoting development and construction that improve resource conservation and efficiency, and to improving the energy supply by switching from fossil fuels to renewables.

Reduce Consumption and Divert Waste.

The City is committed to achieving waste diversion of 75 percent to 90 percent by year 2020.

Ensure the Sustainable Management of Agriculture, Natural Resources, and Urban Forests.

St. Helena is dedicated to protecting and increasing the amount of vegetation and biomass in local soils, reducing emissions from agricultural sources, encouraging responsible and sustainable agricultural and landscaping practices, and significantly reducing water use to protect local water resources.

Increase Community Engagement and Advocacy.

The City seeks to increase participation in GHG reduction efforts through marketing programs and community outreach. In addition, they are committed to engaging and advocating for collaborative policy and legislative solutions at the local, regional, state, federal, and global levels.

Improve the Efficiency of Local Government Operations.

St. Helena is dedicated to reducing fossil fuel consumption by local government operations, improving the energy efficiency and reduction of carbon emissions of City and County facilities and operations, and reducing solid waste attributable to City and County operations and facilities.

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10.5 Policies and Implementing Actions

A range of policies and implementing actions are outlined below and organized into the following topic areas:

1. Transportation and Mobility;
2. Buildings and Energy;
3. Consumption and Solid Waste;
4. Agriculture, Natural Resources, and Urban Forests;
5. Community Engagement; and
6. Local Government Operations.

The following policies and actions mandate, encourage, or allow certain initiatives to be pursued throughout the duration of the General Plan. Together they serve as strategic directions for City staff and partners, highlighting where time and resources should be focused. They reflect St. Helena's commitment to coordinating its climate change measures with countywide efforts to address climate change.

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topic area

1 TRANSPORTATION AND MOBILITY

Policies

CC1.1 Promote a “walkable” and “bikeable” city.

CC1.2 Support transportation planning efforts to optimize fuel efficiency and reduce vehicle miles travelled on local roads.

CC1.3 Seek initiatives that provide efficient modes of transportation for visitors and residents.



TOP California's rail system provides regional transit connections throughout the state.

BOTTOM Innovative solutions for parking lots can create self-sustaining spaces with less impact on the natural environment.

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topic area

1 TRANSPORTATION AND MOBILITYImplementing Actions

CC1.A Adopt and implement pedestrian and bicycle networks within St. Helena that may connect to a countywide multi-use trail that extends from Calistoga to American Canyon.

CC1.B If feasible maintain and enhance existing express bus, local bus, and para-transit services. Provide shuttle service between the three upvalley towns. Support the establishment of a northbound express bus during peak commute hours. Ensure that these services provide opportunities to connect with existing and proposed countywide service improvements, including the transit center in Downtown Napa.

CC1.C Expand Park and Ride areas and other support facilities to encourage public transportation use and car and van pooling.

CC1.D Evaluate truck and freight rail routes through the city. Based on these findings, develop policies and strategies to improve circulation and neighborhood compatibility issues.

CC1.E Adopt and implement transportation plans in accordance with the Napa Valley Transportation Authority's (NVTa) Strategic Transportation Plan to increase transit service and ridership in St. Helena and connections with County transit services.

CC1.F Establish programs to reduce vehicle miles traveled by supporting local hiring, food production, farmers' markets, and community-based "buy local" campaigns. For General Plan purposes, "local" includes St. Helena and its residents, as well as the residents and areas of the surrounding towns and unincorporated County that have traditionally been served by St. Helena's commercial and retail services.

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topic area

1 TRANSPORTATION AND MOBILITY

CC1.G Evaluate parking standards to help reduce vehicle miles traveled and reduce vehicle idling.

CC1.H Increase walkability and bikeability to encourage a reduction in local auto trips. Strengthen outreach to increase awareness of pedestrian and bicycle amenities throughout the city.

CC1.I Require discretionary development projects to assess and mitigate the impacts of vehicle miles traveled using transportation demand management programs, including providing transit amenities.

CC1.J Initiate programs that encourage car-free tourism through incentives, outreach, awareness, and creating a bicycle and pedestrian-friendly environment.

CC1.K Adopt and implement programs to assist businesses and organizations switch from fossil fuel-powered fleet vehicles to vehicles powered by clean, renewable energy sources.

CC1.L Develop parks and open spaces in support of efforts to create walkable, bikeable mixed-use neighborhoods, especially to complement higher-density development and connect lower-density areas.

CC1.M Design and operate the public street system to optimize fuel efficiency. Consider fuel efficiency in the design of street extensions, connections, and right-of-way controls at intersections, and monitor and adjust traffic signals.

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topic area

2 BUILDINGS AND ENERGY**Policies**

CC2.1 Encourage measures to reduce energy demand through conservation and efficiency.

CC2.2 Support local efforts to improve the energy supply by switching from fossil fuels to renewables.



Transit agencies in some parts of the state are building their fleets with buses that use natural gas and other alternative fuel sources.

Implementing Actions

CC2.A Partner with the County of Napa to implement an AB811 program that makes funding available to residential and commercial property owners seeking to improve their properties to conserve energy and water, and to generate solar energy.

CC2.B Pursue state and federal funding programs designed to reduce energy demand through conservation and efficiency.

CC2.C Implement Title 24 energy conservation standards for new buildings, and other State building code standards for high performance “green” buildings. Utilize established green building standards, such as Leadership in Energy and Environmental Design (LEED) and Build it Green.

CC2.D Continue to reduce energy use by promoting domestic water conservation and requiring water-efficient landscape improvements associated with new construction.

CC2.E Reduce greenhouse gas emissions from buildings and energy use. Require or request that new development projects analyze greenhouse gas emissions due to energy use and incorporate energy and safe yield water conservation measures into projects.

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topic area

2 BUILDINGS AND ENERGY

CC2.F In support of countywide energy generation efforts, increase local renewable energy generation. Adopt production standards for the City based on quantifiable measures that increase per capita generation levels.

CC2.G Remove regulatory impediments and economic disincentives associated with the generation and use of energy from renewable sources, such as wind, geothermal, and solar energy.

CC2.H Establish programs that encourage owners to retrofit existing structures to incorporate energy-efficient and “green” building standards.

(Also see the Community Design Element, Topic Area: 1)



New building technologies make it possible to reduce energy consumption and generate new energy using solar, wind, and water sources.

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topic area

3 CONSUMPTION AND SOLID WASTE**Policies**

CC3.1 Enhance recycling, composting, and source reduction services for residential and commercial uses to support Napa County's countywide waste reduction goal to achieve overall waste diversion of 75 percent to 90 percent by 2020.

(Also see the Public Facilities and Services Element, Topic Area: 4)

Implementing Actions

CC3.A Establish programs and create incentives to achieve a 75 to 90 percent citywide construction and demolition debris waste diversion level in support of Statewide goals.

CC3.B Establish programs and create incentives to achieve a 75 percent organic (food and green) waste diversion level in support of statewide goals.

CC3.C Establish citywide collection services for segregated food waste from commercial sources.

CC3.D Encourage home composting of organic waste.

CC3.E Create and support other programs, such as the Napa County Green Business Program and the green restaurant program, that help achieve the 75 to 90 percent overall waste diversion goal.

CC3.F Adopt environmentally-preferable purchasing measures and explore joint-purchasing agreements with partner agencies and businesses.

10 climate change

topic area

4 AGRICULTURE, NATURAL RESOURCES, AND URBAN FORESTS**Policies**

CC4.1 Support efforts to protect and increase the amount of vegetation and biomass in soil and reduce emissions from agricultural sources.

CC4.2 Encourage responsible and sustainable agricultural and landscaping practices.

CC4.3 Strengthen water conservation measures that result in significant reductions in local water use and the protection of local water resources.

(Also see the Community Design Element, Topic Area: 1)

CC4.4 Support efforts to expand and improve the City's managed urban forest in order to reduce greenhouse gas emissions and improve overall air quality.

(Also see the Open Space and Conservation Element for additional policies and implementing actions relating to urban forests.)

CC4.5 Promote community gardens to reduce emissions generated in food transportation.



Wind turbines offer new opportunities for climate-friendly energy generation.

Implementing Actions

CC4.A Establish programs to support and encourage local agriculture, food production, and school and community gardens.

CC4.B Promote edible landscaping where possible.

CC4.C Establish programs and plans that create and enhance urban forests and greenways.

10 climate change

topic area

4 AGRICULTURE, NATURAL RESOURCES, AND URBAN FORESTS

CC4.D Assess the impact of land use changes, new vineyards, and urban development on carbon sequestration.

CC4.E Support efforts by local growers and restaurants to produce and use locally-grown food and remove associated regulatory hurdles.

CC4.F Revise ordinances to further protect habitat and mitigate the conversion of oak woodlands, natural resources, riparian habitat, and other important natural communities by permanently protecting similar habitats.

CC4.G Support and promote the Napa Green Certified Winery Program and the Napa Green Certified Land Program.

CC4.H Adopt landscape ordinances that promote drought resistant plants, and limit or restrict lawns and other high-water-demand plants unless irrigated with reclaimed or grey water systems.

CC4.I Develop and adopt energy-saving and environmentally-sound domestic water conservation plans.

CC4.J Establish an urban forestry program to ensure a coordinated and comprehensive approach to maintaining and increasing the City's trees especially native varieties when possible.



TOP Local gardens help reduce the footprint of fruits and vegetables.

BOTTOM A boatload of trash illustrates how much waste enters natural ecosystems.

10 climate change

topic area

5 COMMUNITY ENGAGEMENT**Policies**

CC5.1 Support local efforts to market programs and conduct community outreach through schools, non-profit groups, community organizations, and the business community to increase participation in greenhouse gas (GHG) reduction efforts.

CC5.2 Engage and advocate for collaborative programs, policies, and legislative solutions at the regional, state, federal, and global levels to reduce global GHG emissions.

CC5.3 Expand local awareness about gardening, composting, and agriculture.



Incentives programs can help to encourage everything from green roofs to composting and recycling to reuse of materials.

Implementing Actions

CC5.A Partner with the St. Helena Unified School District, private schools, community-based non-profit organizations, and others to undertake public outreach and education efforts that broaden community involvement in reducing greenhouse gas emissions.

CC5.B Market and encourage participation in incentive programs that improve energy efficiency.

CC5.C Foster and build public-private partnerships that help achieve greater energy efficiency and reduce greenhouse gas emissions.

CC5.D Promote programs designed to advance sustainable business practices in St. Helena. Use the Napa County Green Business Program as a model for a City-based effort.

CC5.E Participate in and help develop effective regional, state, and federal solutions to reduce emissions.



10 climate change

topic area

5 COMMUNITY ENGAGEMENT

CC5.F Engage and assist local agencies and utility companies toward achieving greenhouse gas reduction targets.

CC5.G Enable long-term solutions by investing in and supporting science and engineering education.

CC5.H Support the United States' participation in international greenhouse gas reduction efforts.

CC5.I Establish an outreach program to raise public awareness about gardening, composting, and agriculture. Utilize public access television, the City's website, public notices, and workshops to engage a broad and diverse range of residents.



Farmers markets and community gardens provide residents with direct connections to the food supply.

10 climate change

topic area

6 LOCAL GOVERNMENT OPERATIONS**Policies**

CC6.1 Ensure that the City leads by example in managing its local government operations while implementing the following policy directions:

- Encourage the reduction of fossil fuel consumption by local government operations.
- Improve energy efficiency, implement alternative and renewable energy solutions, and reduce greenhouse gas emissions in City and county facilities and operations.
- Reducing solid waste from City and County operations and facilities.

**Implementing Actions**

CC6.A Transition City fleets to vehicles powered by clean, renewable energy sources.

CC6.B Install electric vehicle charging stations with funding from state and federal sources.

CC6.C Encourage alternatives to agency employees' use of single-occupancy vehicles by providing bicycle racks, preferential parking permits for carpools and vanpools, commuter information, and other incentives.

CC6.D Conduct audits and regularly monitor the effectiveness of City and County energy efficiency implementation measures and adapt them to meet targets.

CC6.E Convert street lighting, water pumping, water treatment, and other energy-intensive operations to more efficient technologies.



Community programs can help engage both adults and children in learning about their environments and about the impact of greenhouse gas emissions on the climate.

10 climate change

topic area

6 LOCAL GOVERNMENT OPERATIONS

CC6.F Ensure that new municipal or substantially-renovated municipal facilities incorporate cost-effective strategies for reducing greenhouse gas emissions, conserving energy and water, and utilizing sustainable construction practices.

CC6.G Consider carbon emissions from the production, transportation, use, and disposal of goods as a criterion for City purchasing decisions.

CC6.H Establish a comprehensive, user-friendly recycling program that involves all City departments and facilities. Recover 70 to 85 percent of all waste generated in City operations.

CC6.I Install renewable energy systems at City facilities.

CC6.J Review and update the implementation actions recommended by the City's Climate Protection Task Force (CPTF) on an annual basis.



Collaboration between governmental entities, residents and community groups ensures that actions have significant impacts.

Climate Change Element											
No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
1	Adopt and implement pedestrian and bicycle networks within St. Helena that may connect to a countywide multi-use trail that extends from Calistoga to American Canyon.	Medium					✓	●	Public Works	Spring Street bike lane striping contract executed. Vine Trail outreach scheduled for Feb. 2022.	Transportation and Mobility
2	If feasible maintain and enhance existing express bus, local bus, and para-transit services. Provide shuttle service between the three upvalley towns. Support the establishment of a northbound express bus during peak commute hours. Ensure that these services provide opportunities to connect with existing and proposed countywide service improvements, including the transit center in Downtown Napa.	Medium				✓		●	NVTA/ Public Works	Collaboration with NVTA; Public Works staff is working NVTA regarding the installation of the EV Bus charging station at the City's Corp Yard.	Transportation and Mobility
3	Expand Park and Ride areas and other support facilities to encourage public transportation use and car and van pooling.	Medium				✓			NVTA/ Public Works		Transportation and Mobility
4	Evaluate truck and freight rail routes through the city. Based on these findings, develop policies and strategies to improve circulation and neighborhood compatibility issues.	Difficult				✓			Public Works		Transportation and Mobility
5	Adopt and implement transportation plans in accordance with the Napa Valley Transportation Authority's (NVTA) Strategic Transportation Plan to increase transit service and ridership in St. Helena and connections with County transit services.	Medium				✓		●	NVTA/Public Works	NVTA lead agency and they normally supply equipment and studies.	Transportation and Mobility
6	Establish programs to reduce vehicle miles traveled by supporting local hiring, food production, farmers' markets, and community-based "buy local" campaigns. For General Plan purposes, "local" includes St. Helena and its residents, as well as the residents and areas of the surrounding towns and unincorporated County that have traditionally been served by St. Helena's commercial and retail services.	Difficult			✓			●	Administration/Planning	Opportunity to work with various community groups	Transportation and Mobility

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
7	Evaluate parking standards to help reduce vehicle miles traveled and reduce vehicle idling.	Medium	In Progress	✓					Planning	The Comprehensive Zoning Code Update is evaluating parking standards. Additionally the City is proposing a new Mixed Use zoning designation which will mix uses and allow for more non-vehicular trips.	Transportation and Mobility
8	Increase walkability and bikeability to encourage a reduction in local auto trips. Strengthen outreach to increase awareness of pedestrian and bicycle amenities throughout the city.	Medium	In Progress	✓				●	Public Works	Active Transportation Plan / Safe Routes to School, Phase I completed. Phase I includes study of Spring Street and Madrona Avenue corridors. Collaboration with SHUSD and Napa County Bike Coalition.	Transportation and Mobility
9	Require discretionary development projects to assess and mitigate the impacts of vehicle miles traveled using transportation demand management programs, including providing transit amenities.	Medium		✓					Planning/Public Works		Transportation and Mobility
10	Initiate programs that encourage car-free tourism through incentives, outreach, awareness, and creating a bicycle and pedestrian-friendly environment.	Medium		✓					Public Works	Potential collaboration with St. Helena Chamber of Commerce and community organizations.	Transportation and Mobility
11	Adopt and implement programs to assist businesses and organizations switch from fossil fuel-powered fleet vehicles to vehicles powered by clean, renewable energy sources.	Medium				✓		●	Public Works		Transportation and Mobility
12	Develop parks and open spaces in support of efforts to create walkable, bikeable mixed-use neighborhoods, especially to complement higher-density development and connect lower-density areas.	Medium	In Progress		✓				Planning , Public Works and Parks & Recreation.	The Comprehensive Zoning Code Update is evaluating new open space standards to ensure higher density development has adequate open space and amenities. The Parks and Recreation Department will begin a Parks Master Plan process.	Transportation and Mobility
13	Design and operate the public street system to optimize fuel efficiency. Consider fuel efficiency in the design of street extensions, connections, and right-of-way controls at intersections, and monitor and adjust traffic signals.	Medium			✓				Public Works		Transportation and Mobility

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
14	Partner with the County of Napa to implement an AB811 program that makes funding available to residential and commercial property owners seeking to improve their properties to conserve energy and water, and to generate solar energy.	Medium			✓			●	Building		Buildings and Energy
15	Pursue state and federal funding programs designed to reduce energy demand through conservation and efficiency.	Medium		✓				●	Building	When the City receives funding through CDBG, it can generally be used for energy efficiency updates if the homeowner qualifies and if that is the intention of the grant.	Buildings and Energy
16	Implement Title 24 energy conservation standards for new buildings, and other State building code standards for high performance "green" buildings. Utilize established green building standards, such as Leadership in Energy and Environmental Design (LEED) and Build it Green.	Easy	In Progress				✓		Building	The City adopts and enforces the latest edition of Title 24 state building codes (currently the 2019 edition), which include the California Energy Code and the CalGreen Building Code. We currently enforce all mandatory requirements of the CalGreen and Energy Codes which are some of the strictest in the nation. Additionally it is important to note that staff finds that residential project owners voluntarily are choosing to use closed cell spray foam and other superior energy efficiency upgrades. Another example is the high number of PC solar with battery back up installations that are occurring.	Buildings and Energy

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
17	Continue to reduce energy use by promoting domestic water conservation and requiring water-efficient landscape improvements associated with new construction.						✓		Public Works	The City enforces the States Model Water Efficiency Landscape Ordinance (MWELO) which requires all landscaped areas with 500 square footage (or more) for commercial properties to have compliant landscape sprinkler systems. Additionally, the CalGreen code mandates all new plumbing fixtures in commercial and residential construction comply with water-saving fixture standards. SB407 required all commercial and residential properties to retrofit plumbing fixtures to low-water usage beginning in 2014.	Buildings and Energy
18	Reduce greenhouse gas emissions from buildings and energy use. Require or request that new development projects analyze greenhouse gas emissions due to energy use and incorporate energy and safe yield water conservation measures into projects.		In Progress				✓		Building	The state code requires commissioning of non-residential buildings of 10,000 Square Foot+. Commissioning evaluates the basis of design for a building to determine energy efficiency goals ventilation requirements, equipment and system expectations, building envelope performance expectations, etc... The City generally does not have projects this large in our City and the City ordinance limits certain commercial buildings to less than 10,000 square feet. Also, projects this large in the. Also, project that are subject to CEQA may be required to evaluate greenhouse gas emissions. The current Energy Code requires that all new residential projects install renewable energy source(s) to achieve a net-zero energy standard.	Buildings and Energy
19	In support of countywide energy generation efforts, increase local renewable energy generation. Adopt production standards for the City based on quantifiable measures that increase per capita generation levels.	Difficult	In Progress			✓		●	Building	The City continues to issue PV-Solar permits for both residential and commercial properties.	Buildings and Energy

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
20	Remove regulatory impediments and economic disincentives associated with the generation and use of energy from renewable sources, such as wind, geothermal, and solar energy.	Difficult	In Progress		✓				Building	The City expedites all renewable energy permit applications.	Buildings and Energy
21	Establish programs that encourage owners to retrofit existing structures to incorporate energy-efficient and "green" building standards.	Medium	Complete	✓					Building	All remodels are meeting energy code and in many cases exceeding code.	Buildings and Energy
22	Establish programs and create incentives to achieve a 75 to 90 percent citywide construction and demolition debris waste diversion level in support of Statewide goals.	Medium	In Progress		✓				Building / Public Works	Green code requires 65% of construction waste be recycled. The landfill costs are high in this region which is an existing incentive to recycle debris.	Consumption and Solid Waste
23	Establish programs and create incentives to achieve a 75 percent organic (food and green) waste diversion level in support of statewide goals.	Medium			✓				Public Works	Napa County is lead agency. The City's Environmental Services Technician is developing a program to support County's effort.	Consumption and Solid Waste
24	Establish citywide collection services for segregated food waste from commercial sources.	Medium		✓					Public Works	*similar to item 23	Consumption and Solid Waste
25	Encourage home composting of organic waste.	Easy	In Progress	✓					Public Works	*similar to item 23	Consumption and Solid Waste
26	Create and support other programs, such as the Napa County Green Business Program and the green restaurant program, that help achieve the 75 to 90 percent overall waste diversion goal.	Medium	In Progress		✓			●	Public Works	*similar to item 23 and opportunity to work with Upper Valley Disposal	Consumption and Solid Waste
27	Adopt environmentally-preferable purchasing measures and explore joint-purchasing agreements with partner agencies and businesses.	Easy	In Progress				✓		Administration & Finance	Purchasing of specific goods are required by SB1383 including copy paper, folders, printed promotional material, paper towels, etc...	Consumption and Solid Waste
28	Establish programs to support and encourage local agriculture, food production, and school and community gardens.	Easy			✓				City Manager		Agriculture, Natural Resources, and Urban Forest

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
29	Promote edible landscaping where possible.	Easy		✓					Public Works		Agriculture, Natural Resources, and Urban Forest
30	Establish programs and plans that create and enhance urban forests and greenways.	Medium		✓					Planning & Public Works		Agriculture, Natural Resources, and Urban Forest
31	Assess the impact of land use changes, new vineyards, and urban development on carbon sequestration.	Difficult				✓			Planning		Agriculture, Natural Resources, and Urban Forest
32	Support efforts by local growers and restaurants to produce and use locally-grown food and remove associated regulatory hurdles.	Easy			✓			●	City Manager's Office		Agriculture, Natural Resources, and Urban Forest
33	Revise ordinances to further protect habitat and mitigate the conversion of oak woodlands, natural resources, riparian habitat, and other important protecting similar habitats.	Difficult	In Progress			✓			Planning	The Comprehensive Zoning Code update will clearly specify special setback considerations for properties that are near creeks and waterways to preserve riparian habitat.	Agriculture, Natural Resources, and Urban Forest
34	Support and promote the Napa Green Certified Winery Program and the Napa Green Certified Land Program.	Easy			✓			●	Planning		Agriculture, Natural Resources, and Urban Forest
35	Adopt landscape ordinances that promote drought resistant plants, and limit or restrict lawns and other high-water-demand plants unless irrigated with reclaimed or grey water systems.	Easy	In Progress	✓					Planning & Public Works	The Comprehensive Code Update includes regulations to limit water use in landscaping and regulate the use of drought tolerant landscaping.	Agriculture, Natural Resources, and Urban Forest
36	Develop and adopt energy-saving and environmentally-sound domestic water conservation plans.	Medium		✓					Public Works		Agriculture, Natural Resources, and Urban Forest
37	Establish an urban forestry program to ensure a coordinated and comprehensive approach to maintaining and increasing the City's trees especially native varietals when possible.	Medium			✓				Planning & Public Works		Agriculture, Natural Resources, and Urban Forest

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
38	Partner with the St. Helena Unified School District, private schools, community-based non-profit organizations, and others to undertake public outreach and education efforts that broaden community involvement in reducing greenhouse gas emissions.	Easy			✓			●	Planning		Community Engagement
39	Market and encourage participation in incentive programs that improve energy efficiency.	Easy	In Progress	✓				●	Building	Our community is very fortunate to have an abundance of owners with the financial resources to allow them to install high energy efficient home improvements such as LED, solar and whole house management systems.	Community Engagement
40	Foster and build public-private partnerships that help achieve greater energy efficiency and reduce greenhouse gas emissions.	Difficult	In Progress				✓		Building		Community Engagement
41	Promote programs designed to advance sustainable business practices in St. Helena. Use the Napa County Green Business Program as a model for a City-based effort.	Difficult					✓		Public Works		Community Engagement
42	Participate in and help develop effective regional, state, and federal solutions to reduce emissions.	Medium	In Progress				✓		Planning & Building		Community Engagement
43	Engage and assist local agencies and utility companies toward achieving greenhouse gas reduction targets.	Medium	In Progress				✓		Building	The City has joined MCE and is "Deep Green"	Community Engagement
44	Enable long-term solutions by investing in and supporting science and engineering education.	Easy					✓		SHUSD		Community Engagement
45	Support the United States' participation in international greenhouse gas reduction efforts.	Medium					✓		City Manager's Office		Community Engagement
46	Establish an outreach program to raise public awareness about gardening, composting, and agriculture. Utilize public access television, the City's website, public notices, and workshops to engage a broad and diverse range of residents.	Easy		✓				●	Administration & Public Works	The City is working to promote UC Master Gardeners Events and to work with Napa RCD	Community Engagement

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
47	Transition City fleets to vehicles powered by clean, renewable energy sources.	Difficult	In Progress				✓	●	Administration & Public Works	On-going. The WWTP will soon have a hybrid vehicle. The new meter read vehicle will also be a hybrid.	Local Government Operations
48	Install electric vehicle charging stations with funding from state and federal resources.	Medium	In Progress		✓		✓		Building & Public Works	The City installed two new electric car charging stations in the Oak Street parking lot. The City will continue to actively look for grants for EV Charging stations. The Corporation Yard will house the EV Charging Station for the NVTA Electric Bus.	Local Government Operations
49	Encourage alternatives to agency employees' use of single-occupancy vehicles by providing bicycle racks, preferential parking permits for carpools and vanpools, commuter information, and other incentives.	Medium			✓			●	City Manager's Office/Public Works	There are bike racks at the NVC campus and the City will encourage staff to use that when going downtown	Local Government Operations
50	Conduct audits and regularly monitor the effectiveness of City and County energy efficiency implementation measures and adapt them to meet targets.	Medium					✓		Building & Public Works	The City does not have the staffing capacity to energy efficient audits at this time.	Local Government Operations
51	Convert street lighting, water pumping, water treatment, and other energy-intensive operations to more efficient technologies.	Difficult	In Progress				✓	●	Public Works	On-going. The City is actively converting lights to LED or other efficient technology.	Local Government Operations
52	Ensure that new municipal or substantially-renovated municipal facilities incorporate cost-effective strategies for reducing greenhouse gas emissions, conserving energy and water, and utilizing sustainable construction practices.	Medium	In Progress		✓				Building & Public Works	The City is doing this through the permitting process.	Local Government Operations
53	Consider carbon emissions from the production, transportation, use, and disposal of goods as a criterion for City purchasing decisions.	Easy					✓		Administration, Finance & Public Works		Local Government Operations
54	Establish a comprehensive, user-friendly recycling program that involves all City departments and facilities. Recover 70 to 85 percent of all waste generated in City operations.	Medium	In Progress	✓				●	Lead: Public Works - All	Per SB 1383, the City will work towards this.	Local Government Operations

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Mid Term (3-4 Years)	Long Term (5+ Years)	Ongoing	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
55	Install renewable energy systems at City facilities.	Medium	In progress				✓		Building & Public Works	The City installed two new electric car charging stations in the Oak Street parking lot.	Local Government Operations
56	Review and update the implementation actions recommended by the City's Climate Protection Task Force (CPTF) on an annual basis.	Easy	Complete	✓					Planning	This item was discussed with the Active Transportation and Sustainability Committee in March 2021.	Local Government Operations

Short Term Climate Action Goals

Short Term Goals								
No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
7	Evaluate parking standards to help reduce vehicle miles traveled and reduce vehicle idling.	Medium	In Progress	✓		Planning	The Comprehensive Zoning Code Update is evaluating parking standards. Additionally the City is proposing a new Mixed Use zoning designation which will mix uses and allow for more non-vehicular trips.	Transportation and Mobility
8	Increase walkability and bikeability to encourage a reduction in local auto trips. Strengthen outreach to increase awareness of pedestrian and bicycle amenities throughout the city.	Medium	In Progress	✓		Public Works	Active Transportation Plan / Safe Routes to School, Phase I completed. Phase I includes study of Spring Street and Madrona Avenue corridors. Collaboration with SHUSD and Napa County Bike Coalition.	Transportation and Mobility
9	Require discretionary development projects to assess and mitigate the impacts of vehicle miles traveled using transportation demand management programs, including providing transit amenities.	Medium		✓		Planning/Public Works		Transportation and Mobility
10	Initiate programs that encourage car-free tourism through incentives, outreach, awareness, and creating a bicycle and pedestrian-friendly environment.	Medium		✓		Public Works	Potential collaboration with St. Helena Chamber of Commerce and community organizations.	Transportation and Mobility
15	Pursue state and federal funding programs designed to reduce energy demand through conservation and efficiency.	Medium		✓	●	Building	When the City receives funding through CDBG, it can generally be used for energy efficiency updates if the homeowner qualifies and if that is the intention of the grant.	Buildings and Energy
21	Establish programs that encourage owners to retrofit existing structures to incorporate energy-efficient and "green" building standards.	Medium	Complete	✓		Building	All remodels are meeting energy code and in many cases exceeding code.	Buildings and Energy
24	Establish citywide collection services for segregated food waste from commercial sources.	Medium		✓		Public Works	*similar to item 23	Consumption and Solid Waste
25	Encourage home composting of organic waste.	Easy	In Progress	✓		Public Works	*similar to item 23	Consumption and Solid Waste

Short Term Climate Action Goals

No.	Implementing Actions	Degree of Difficulty	Status	Short Term (1-2 Years)	Opportunity for Regional Collaboration	Agency/ Department Responsible	Notes	Category
29	Promote edible landscaping where possible.	Easy		✓		Public Works		Agriculture, Natural Resources, and Urban Forest
30	Establish programs and plans that create and enhance urban forests and greenways.	Medium		✓		Planning & Public Works		Agriculture, Natural Resources, and Urban Forest
35	Adopt landscape ordinances that promote drought resistant plants, and limit or restrict lawns and other high-water-demand plants unless irrigated with reclaimed or grey water systems.	Easy	In Progress	✓		Planning & Public Works	The Comprehensive Code Update includes regulations to limit water use in landscaping and regulate the use of drought tolerant landscaping.	Agriculture, Natural Resources, and Urban Forest
36	Develop and adopt energy-saving and environmentally-sound domestic water conservation plans.	Medium		✓		Public Works		Agriculture, Natural Resources, and Urban Forest
39	Market and encourage participation in incentive programs that improve energy efficiency.	Easy	In Progress	✓	●	Building	Our community is very fortunate to have an abundance of owners with the financial resources to allow them to install high energy efficient home improvements such as LED, solar and whole house management systems.	Community Engagement
46	Establish an outreach program to raise public awareness about gardening, composting, and agriculture. Utilize public access television, the City's website, public notices, and workshops to engage a broad and diverse range of residents.	Easy		✓	●	Administration & Public Works	The City is working to promote UC Master Gardeners Events and to work with Napa RCD	Community Engagement
54	Establish a comprehensive, user-friendly recycling program that involves all City departments and facilities. Recover 70 to 85 percent of all waste generated in City operations.	Medium	In progress	✓	●	Lead: Public Works - All	Per SB 1383, the City will work towards this.	Local Government Operations
56	Review and update the implementation actions recommended by the City's Climate Protection Task Force (CPTF) on an annual basis.	Easy	complete	✓		Planning	This item was discussed with the Active Transportation and Sustainability Committee in March 2021.	Local Government Operations



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: **NEW BUSINESS**

Subject: **Water Penalty Appeal - Duane and Susan Hoff**

CEQA **Not a CEQA project**
Determination:

Prepared By: April Mitts, Assistant City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board. In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC.

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a water leak does occur, customers can request a credit to their utility bill for a portion of the excess water in accordance with P-FI-0005 Leak Adjustment Policy. This policy provides relief to St. Helena water customers who have had a leak that is not due to negligent or willful acts. Under the current Leak Adjustment Policy, leak adjustments are not granted if the City is in a Phase I or higher water emergency or subject to water use limitations by the State of California. However, recognizing the City's conservation efforts as well as the authority granted under P-FI-0005 for Leak Adjustment appeals, any request for a leak adjustment during a Phase II or Phase III emergency are being evaluated by the City Manager.

In addition to the ability to qualify for a leak adjustment, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak.

On August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak.

Per the established policy, the following criteria must be met:

1. The customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

Over the course of several months, the Water Advisory Board considered penalty leak adjustment amounts on a case-by-case basis.

DISCUSSION

Duane and Susan Hoff have filed a request for fee waiver for penalties incurred on their water account in June, July, and August 2021 totalling \$251,379.28 (Attachment 1). The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration.

The customer has submitted the following statement as their appeal:

“Our penalty waiver request was submitted as a result of the penalty forgiveness program that was approved by the city on 7/27/21, which stipulates that a customer can have penalties forgiven if they do not exceed their allocation in August, September, October, and November of 2021. Once the program was approved, notices (dated 8/11/21) were mailed and received on 8/23/21. Upon receipt, we drastically reduced our water usage and strictly adhered to our allocations for September - November with no overages during those periods.

Given that notice of the forgiveness program was not received until 8/23/21, we were given no opportunity to adjust water usage in August for full compliance with the program guidelines. As a result, we are requesting that the water penalties be fully waived for our adherence to the forgiveness program during September – November (and subsequent months)”

Tables 1 through 4 provides additional information for Council Consideration.

Table 1: Dates Specific Notices were Mailed to Utility Customers (Attachments 2-7)

Type of Notice*	Date Mailed by City (through Moonlight)
Attachment 2 - Letter to Residents re: Phase II Emergency, household allocation, household survey	January 21, 2021
Attachment 3 - Notice of Customer Allocation, Typical Use for June vs. Allocation for June, and Penalty Structure (Specific to Customer)	May 21, 2021
Attachment 4 - June Monthly Allocation Update - Over Allocation for June and Notification of Penalty Forgiveness Program (Specific to Customer)	July 15, 2021
Attachment 5 - May and June Account Statement - Includes a Special Message regarding the Penalty Forgiveness Program (Specific to Customer)	July 15, 2021
Attachment 6 - July Monthly Allocation Update - Over Allocation for July and Notification of Penalty Forgiveness Program (Specific to Customer)	August 11, 2021
Attachment 7 - August Monthly Allocation Update - Over Allocation for August (Specific to Customer)	September 15, 2021
Attachment 8 - Notice of Water Usage Penalty Assessment - Did not qualify for Penalty Forgiveness Program (Specific to Customer)	Estimated date mailed: December 23, 2021

* Please note this is not an exhaustive list of customer outreach, but a list of specific letters sent regarding allocations and penalties.

Table 2: Current Allocation - based on a 30-day Month

		Gallons	HCF
Number in Household	2	3,900	
Outdoor Summer Allocation		2,500	
Additional Exception (large lot)		8,000	
TOTAL ALLOCATION		14,400	19.25

Table 3: Penalties Imposed

Month	Amount	Penalty Waiver Request	Over Allocation HCF	Over Allocation Gallons
June	68,205.48	68,205.48	305.75	228,716
July	122,041.90	122,041.90	515.75	385,807
August	61,131.90	61,131.90	271.75	203,283
TOTALS	251,379.28	251,379.28	1,093.25	817,806

Table 4: Historical Monthly Use

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2022	4	7	10	6	25	4	14	15	11	9	6	9
2021*	98	300	133	571	154	325	535	291	15	13	11	10
2020	33	40	53	47	57	69	75	478	495	496	119	127
2019	29	29	38	156	75	151	86	199	107	118	57	30

Penalties were incurred in June, July, and August 2021.

Duane and Susan Hoff are requesting to have 100% of the penalties waived totaling \$251,379.28.

FISCAL IMPACT

Dependent on City Council direction.

RECOMMENDED ACTION

Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$251,379.28
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

ATTACHMENTS

[Attachment 1 - Hoff Leak Appeal](#)

[Attachment 2 - Letter for Residential Customers 012121](#)

[Attachment 3 - Notice of Allocations and Penalty Structure 052121](#)

[Attachment 4 - Hoff July 2021 Billing Statement](#)

[Attachment 5 - Monthly Allocation Update - June Penalties Assessed](#)

[Attachment 6 - Monthly Allocation Update - July Penalties Assessed](#)

[Attachment 7 - Monthly Allocation Update - August Penalties](#)

[Attachment 8 - Notice of Water Usage Penalty Assessment did not meet requirements of Penalty Forgiveness Program 122121](#)

[Attachment 9 - Resolution - Water Penalty Appeal Duane and Susan Hoff](#)



Request for Fee Waiver

DATE SUBMITTED: _____
RECEIVED BY: _____

PROPERTY & BILLING INFORMATION			
Date Applying: 12/15/2021	Type of Fee Requesting to be Waived Water penalties	Fee Already Assessed: ☐ No ☒ Yes Date: <u>08</u> / <u>31</u> / 2021	
Customer or Company Name: Duane and Susan Hoff	Daytime Phone Number 952-324-8914	Other Phone Number 507-858-5599	
Mailing Address 6600 France Ave S. Suite 550	City Minneapolis	State MN	Zip Code 55435
Email brohde@olympusventures.com			
EXPLANATION OF REQUEST FOR WAIVER			
Describe why you feel fees should be waived and/or refunded: (Attach supporting documentation)			
We are requesting full waiver of water penalties assessed to 2600 Spring Mountain Rd during June - August 2021. The total assessed penalties are: \$251,379.28. This waiver request is being submitted as a result of the penalty forgiveness program that was approved by the city on 7/27/21, which stipulates that a customer can have penalties forgiven if they do not exceed their allocation in August, September, October, and November. Once the program was approved, notices (dated 8/11/21) were mailed and received on 8/23/21. Upon receipt, we drastically reduced our water usage and strictly adhered to our allocations for September - November with no overages during those periods. Given that notice of the forgiveness program was not received until 8/23/21, we were given no opportunity to adjust water usage in August for full compliance with the program guidelines. As a result, we are requesting that the water penalties be fully waived for our adherence to the forgiveness program during September - November.			
PLEASE READ & SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT			
I am requesting a waiver under Ordinance 2018-1 adopted by the City of St. Helena. By signing this form I certify the information provided is accurate and true, and agree to comply with all requirements as set forth in the policy. I certify that I have read, understand and agree to the terms and conditions of a waived penalty and/or fee identified below. • Customers must submit a request in writing to the City Clerk. • Customers must submit the request within 30 days from the date if the penalty and/or fee has already been assessed. • Any waived penalties and/or fees already paid by the customer will be reversed from the customer's account and/or refunded to the customer in the same manner in as the original payment. • I am aware all decisions by the City Manager are final. There are no appeals.			
 Signature		Duane D. Hoff Print Name	12/22/21 Date
PLEASE SUBMIT APPLICATIONS TO:		QUESTIONS?	
City of St. Helena: City Clerk 1480 Main Street St. Helena, CA 95404		Email: cityclerk@cityofsthelelena.org Website: www.cityofsthelelena.org/water Phone: 707-968-2640	



City of St. Helena

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

January 21, 2021

The City of St. Helena is currently experiencing a Phase II Water Emergency which limits customer water usage. With the proactive conservation actions of our water customers, we can reduce the potential imbalance between water supply and demand.

Under the Phase II emergency, the residential customer's water allocation is based number of persons in a household and allocates 65 gallons per day per person (1,950 gallons per month based on a 30-day month). This equates to approximately 2.6 units per person per month.

To determine the correct allocation per household, the City has included the attached information for your review and response by **February 15, 2021**. **Please complete the online Household Survey as soon as possible at:**

<http://www.cityofstheleena.org/watersurvey> or return by mail/drop off at Interim City Hall, located at 1572 Railroad Avenue, St. Helena, CA 94574.

Please note that if the City does not receive a response, your water allocation will assume there are two persons in your household.

We invite you to contact City staff if you have a question at (707) 968-2745 or by email at water@cityofstheleena.org.

Thank you in advance for your conservation efforts as we work together to maintain this critical resource!

Sincerely,

Mark T. Prestwich
City Manager

St. Helena Phase II Water Emergency Household Survey

A Phase II Water Emergency began on October 27, 2020. To comply with the Phase II Water Emergency, the City is asking for your help by completing the quick survey below. Alternatively, the survey can be completed at: <https://www.cityofsthelena.org/watersurvey>.

The City is requesting that all responses to this survey are received by **March 15, 2021**. Any responses not received will assume 2 persons per household.

1. What is the name on your water account:

2. What is the account service address:

3. What is the account number (refer to your water bill):

4. How many household members currently live at this address?

5. Do you have a well or cistern you can use for landscape irrigation?

☐ Yes

☐ No

6. Do you have a swimming pool?

☐ Yes

☐ No

7. Enter your email address to receive City emails and newsletters:

**Surveys can be returned via
the following methods:**

email: water@cityofsthelena.org

or

Mail to: City Hall

Attn: Water Department

1572 Railroad Avenue

St. Helena, CA 94574



Survey Due By:

03/15/2021



City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

May 21, 2021

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis MN, 55416

Account number: 006087-000

Service Address: 2600 Spring Mtn Rd

Dear Hoff Duane & Susan,

Like many California communities, St. Helena is facing a water crisis. Lack of rain and use of water from Bell Canyon Reservoir to fight last year’s wildfires has contributed to this worsening emergency.

As we did last year during wildfire season and throughout COVID-19, we must pull together as a community to weather this worsening drought. If we do not, it is inevitable that we will be forced to move from Phase II water restrictions currently in place to the more painful restrictions necessary in Phase III.

Doing Your Part

- Starting today, and through the remainder of the water crisis, we are calling on customers to use water efficiently and keep their residential indoor water use below **65 gallons per person per day**.
- During the summer period, residential customers must also limit outdoor irrigation to no more than 2,500 gallons per month. Known as an “allocation,” some residential customers prefer to think of the 2,500 gallons per month as a monthly water budget for discretionary outdoor watering.

Penalties for Inefficient Water Use, Effective June 1, 2021

In recognition of the dire situation, City Council recently adopted a penalty structure for customers who exceed their property’s monthly water allocation. These penalties are designed to minimize the impact on those bills that exceed the allocation by a little bit, while sending a strong message to unusually heavy water users.

Exceed Monthly Water Allocation By	Penalty per Hundred Cubic Feet (748 Gallons)	\$ per Gallon Exceeded
Less than 25% (up to 24.999%)	\$10.00	\$0.013
25-50% (25-49.999%)	\$25.00	\$0.033
50-100% (50-99.999%)	\$100.00	\$0.134
Greater than 100%	\$250.00	\$0.334

For Perspective

As a point of comparison, below is the water consumption we recorded on your account in the same month in 2019 (due to COVID, 2020 use was not used).

June 2019 water use: **75.00 units**, or **56108.00 gallons**.

June 2021 Summer Monthly Allocation: **9.35 units**, or **6995.00 gallons**.

We’re in This Together!

The enclosed fact sheet provides more information and provides helpful tips on indoor and outdoor water conservation. Thank you for your work to help us get through this difficult time together as a community. As we have in the past, we have no doubt our friends and neighbors in St. Helena will emerge from this crisis stronger and more resilient than ever!

Questions or Concerns?

Contact City staff at (707) 968-2745 or by email at water@cityofsthelena.org.



1572 Railroad Avenue
St. Helena, CA 94574
water@cityofstheleena.org

(707) 968-2745

DUANE & SUSAN HOFF
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account Statement

ACCOUNT INFORMATION

ACCOUNT: 006087-000
SERVICE ADDRESS: 2600 Spring Mtn Rd
SERVICE PERIOD: 5/1/2021 to 6/30/2021
BILLING DATE: 7/15/2021

DUE DATE: 8/20/2021

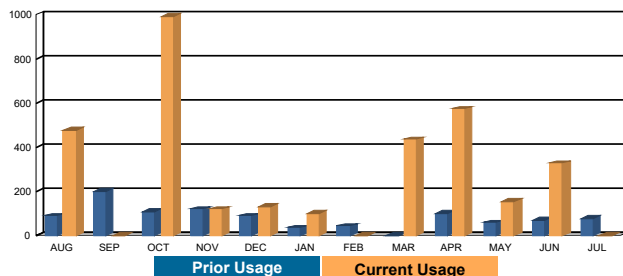
METER READING

Serial No	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
007055774	4/29/2021	8485	5/26/2021	8639	154
007055774	5/26/2021	8639	6/28/2021	8964	325

SPECIAL MESSAGE

If your bill includes penalties, please note that the penalty amount on your bill represents 25% of your total June Penalty. The remaining 75% of your penalty has been temporarily suspended and can be forgiven or become payable pursuant to the City Council's Penalty Forgiveness Program. For additional information please contact the St. Helena Finance Division at (707) 968-2745. Information pertaining to the Penalty Forgiveness Program is available at www.cityofstheleena.org/utility-billing.

Water Use in HCF



CURRENT CHARGES

Water Base Fee 1.5" Residential	418.50
Water Use @ \$7.44	3,563.76
June Excess Penalty	19,240.98
TOTAL CURRENT CHARGES	23,223.24

BILL SUMMARY

Previous Balance	5,128.26
Thank you for your payment.	-10,256.52
Adjustments	5,128.26
Additional Billing	19,240.98
Current Charges	3,982.26
TOTAL AMOUNT DUE	23,223.24

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

CITY OF ST. HELENA

ACCOUNT: 006087-000
SERVICE ADDRESS: 2600 Spring Mtn Rd
SERVICE PERIOD: 5/1/2021 to 6/30/2021
BILLING DATE: 7/15/2021

DUE DATE: 8/20/2021

DUANE & SUSAN HOFF
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

AMOUNT DUE

TOTAL AMOUNT DUE BY 8/20/2021 **23,223.24**

AMOUNT ENCLOSED

AUTO PAY

REMIT PAYMENT TO:

City of St. Helena
PO BOX 1290
Suisun City, CA 94585-1290





City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

July 15, 2021

Duane & Susan Hoff
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Dear Duane & Susan Hoff,

MONTHLY ALLOCATION UPDATE – OVER ALLOCATION

Like many California communities, St. Helena is facing a water crisis. Lack of rain and use of water from Bell Canyon Reservoir to fight last year's wildfires has contributed to this worsening emergency.

This letter is being provided as a monthly update for your actual water use.

Actual Water Use Update

Your June 2021 water allocation was: **9.350 units**, or **6,994 gallons**.

The meter read for June reflects the following use **324.360 units**, or **242,637 gallons**.

Penalties

In recognition of the dire situation, City Council adopted a penalty structure for customers who exceed their property's monthly water allocation. These penalties are designed to minimize the impact on those bills that exceed the allocation by a little bit, while sending a strong message to unusually heavy water users. Given this is the first-time penalties have been imposed, on July 13, 2021, City Council adopted a program to suspend 75% of the penalties for overuse in June 2021 and to suspend 50% of the penalties for overuse in July 2021 with the ability for customers to have 100% of the penalties forgiven if allocation targets are met, see enclosure for additional information. Below is a summary of the penalties that will be assessed on your water utility account.

Because you exceeded your June 2021 water allocation by: **315.010 units**, or **235,643 gallons** you are being assessed a penalty in the amount of **\$19,240.98**. This penalty amount represents 25% of the total penalty amount of: **\$76,963.90**. This penalty will be added to your bi-monthly utility bill.

Continuing Water Conservation

It is not too late to start conserving water! As we have in the past, we have no doubt our friends and neighbors in St. Helena will emerge from this crisis stronger and more resilient than ever! As we did last year during wildfire season and throughout COVID-19, we must pull together as a community to weather this worsening drought. If we do not, it is inevitable that we will be forced to move from Phase II water restrictions currently in place to the more painful restrictions necessary in Phase III.

Learn More

For more information and tips for how you can do your part to help our community navigate through the current drought, visit www.cityofstheleena.org!

Questions or Concerns?

Contact City staff at (707) 968-2745 or by email at water@cityofstheleena.org.



City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

July 15, 2021

Duane & Susan Hoff
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Estimado Duane & Susan Hoff,

ASIGNACION MENSUAL ACTUALIZADA – SOBRE ASIGNACIÓN

Como muchos Californianos, St. Helena se enfrenta a una crisis de agua. La falta de lluvia y el uso de agua del embalse de Bell Canyon para combatir los incendios forestales del año pasado ha contribuido a empeorar esta emergencia. Esta carta se proporsinara como una actualizacion mensual para su uso actual del agua.

Actualización real del uso del agua

Su asignación de agua en el mes de junio 2021 fue: **9.350 unidades**, o **6,994 galones**.

El medidor de agua para el mes de junio refleja el siguiente uso de **324.360 unidades** o **242,637 galones**.

Penalizaciones

En reconocimiento de la grave situación, el Concejo Municipal adoptó una estructur para los clientes que excedan la asignación mensual de agua de su propiedad. Estas penalidades están diseñadas para minimizar el impacto en aquellas facturas que exceden la asignación por un poco, al tiempo que envía un mensaje contundente a los usuarios de agua inusualmente pesada. Dado que es la primera vez que las penalidades han sido impuestas, en Julio 13, 2021, el Consejo Municipal adopto un programa para suspender 75% de las penalidades por el sobreuso en Junio 2021 y para suspender 50% de las penalidades de sobreuso en Julio 2021 con la habilidad de que los clientes tengan 100% de las penalidades perdonadas si se cumplen las metas de asignaciones, vea el folleto para mas informacion. Abajo hay un resumen de las penalidades que seran evaluadas en su cuenta de agua.

Debido a que excediste tu asignación de agua junio 2021 por: **315.010** unidades, o **235,643** galones, se le aplicara una penalidad por la cantidad de **\$19,240.98**. Esta cantidad representa 25% de la penalidad total de: **\$76,963.90**. Esta penalidad se agregará a su factura de servicios públicos bimestral.

Conservación continua del agua

¡No es demasiado tarde para empezar a conservar el agua! Como lo hemos hecho en el pasado, no tenemos ninguna duda de que nuestros amigos y vecinos de St. Helena saldrán de esta crisis más fuertes y resistentes que nunca. Como hicimos el año pasado durante la temporada de incendios forestales y durante todo el COVID-19, debemos unirnos como comunidad para superar esta sequía. Si no lo hacemos, es inevitable que nos veremos obligados a pasar de las restricciones de agua de la Fase II en vigor a las restricciones más estrictas necesarias de la Fase III.

Aprende más

Para obtener más información y consejos sobre cómo puede hacer su parte para ayudar a nuestra comunidad a navegar a través de la sequía actual, visite www.cityofstheleena.org!

¿Tiene Preguntas?

Comuníquese con el personal de la Ciudad al (707) 968-2745 o por correo electrónico al water@cityofstheleena.org.



City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

August 11, 2021

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Dear Hoff Duane & Susan,

MONTHLY ALLOCATION UPDATE – NOTICE OF WATER PENALTY

Like many California communities, St. Helena is facing a critical water crisis. Lack of rain and use of water from Bell Canyon Reservoir to fight last year's wildfires has contributed to this worsening emergency. This letter is being provided as a monthly update for your actual water use and notice that your water usage in June 2021 has resulted in a penalty.

Actual Water Use Update

Your July 2021 water allocation was: **8,500 units**, or **6,358 gallons**. The meter read for July reflects the following use **535.030 units**, or **400,229 gallons**.

Penalties

In recognition of the dire situation, City Council adopted a penalty structure for customers who exceed their property's monthly water allocation. These penalties are designed to minimize the impact on those bills that exceed the allocation by a little bit, while sending a strong message to unusually heavy water users. Given this is the first-time penalties have been imposed, on July 13, 2021, City Council adopted a program to suspend 75% of the penalties for overuse in June 2021 and to suspend 50% of the penalties for overuse in July 2021 with the ability for customers to have 100% of the penalties forgiven if allocation targets are met, in the months of August, September, October, and November 2021 (see enclosure for additional information). Below is a summary of the penalties that will be assessed on your water utility account.

Because you exceeded your July 2021 water allocation by: **526.530 units**, or **393,871 gallons** you are being assessed a penalty in the amount of **\$65,003.40**. This penalty amount represents 50% of the total penalty amount of: **\$130,006.80**. This penalty will be added to your bi-monthly utility bill.

Continuing Water Conservation

It is not too late to start conserving water! As we have in the past, we have no doubt our friends and neighbors in St. Helena will emerge from this crisis stronger and more resilient than ever! As we did last year during wildfire season and throughout COVID-19, we must pull together as a community to weather this worsening drought. If we do not, it is inevitable that we will be forced to move from Phase II water restrictions currently in place to the more painful restrictions necessary in Phase III.

Learn More

For more information and tips for how you can do your part to help our community navigate through the current drought, visit www.cityofstheleena.org!

Questions or Concerns?

Contact City staff at (707) 968-2745 or by email at water@cityofstheleena.org.



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(707) 968-2745

August 11, 2021

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Estimado Hoff Duane & Susan,

ASIGNACION MENSUAL ACTUALIZADA – AVISO DE PENALIDAD DE AGUA

Como muchos Californianos, St. Helena se enfrenta a una crisis de agua crítica. La falta de lluvia y el uso de agua del embalse de Bell Canyon para combatir los incendios forestales del año pasado ha contribuido a empeorar esta emergencia. Esta carta se proporciona como una actualización mensual para su uso actual del agua y aviso que su uso de agua en junio del 2021 ha resultado en una penalidad.

Actualización real del uso del agua

Su asignación de agua en el mes de julio 2021 fue: **8.500 unidades**, o **6,358 galones**. El medidor de agua para el mes de julio refleja el siguiente uso de **535.030 unidades** o **400,229 galones**.

Penalidades

En reconocimiento de la grave situación, el Concejo Municipal adoptó una estructura para los clientes que excedan la asignación mensual de agua de su propiedad. Estas penalidades están diseñadas para minimizar el impacto en aquellas facturas que exceden la asignación por un poco, al tiempo que envía un mensaje contundente a los usuarios de agua inusualmente pesada. Dado que es la primera vez que las penalidades han sido impuestas, en Julio 13, 2021, el Consejo Municipal adoptó un programa para suspender 75% de las penalidades por el sobreuso en Junio 2021 y para suspender 50% de las penalidades de sobreuso en Julio 2021 con la habilidad de que los clientes tengan 100% de las penalidades perdonadas si se cumplen las metas de asignaciones en los meses de agosto, septiembre, octubre y noviembre de 2021 (consulte el folleto para obtener información adicional). Abajo hay un resumen de las penalidades que serán evaluadas en su cuenta de agua.

Debido a que excediste tu asignación de agua julio 2021 por: **526.530** unidades, o **393,871** galones, se le aplicará una penalidad por la cantidad de **\$65,003.40**. Esta cantidad representa 50% de la penalidad total de: **\$130,006.80**. Esta penalidad se agregará a su factura de servicios públicos bimestral.

Conservación continua del agua

¡No es demasiado tarde para empezar a conservar el agua! Como lo hemos hecho en el pasado, no tenemos ninguna duda de que nuestros amigos y vecinos de St. Helena saldrán de esta crisis más fuertes y resistentes que nunca. Como hicimos el año pasado durante la temporada de incendios forestales y durante todo el COVID-19, debemos unirnos como comunidad para superar esta sequía. Si no lo hacemos, es inevitable que nos veremos obligados a pasar de las restricciones de agua de la Fase II en vigor a las restricciones más estrictas necesarias de la Fase III.

Aprende más

Para obtener más información y consejos sobre cómo puede hacer su parte para ayudar a nuestra comunidad a navegar a través de la sequía actual, visite www.cityofstheleena.org!

¿Tiene Preguntas?

Comuníquese con el personal de la Ciudad al (707) 968-2745 o por correo electrónico al water@cityofstheleena.org.



City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

September 15, 2021

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Dear Hoff Duane & Susan,

MONTHLY ALLOCATION UPDATE – NOTICE OF WATER PENALTY

Like many California communities, St. Helena is facing a critical water crisis. Lack of rain and use of water from Bell Canyon Reservoir to fight last year's wildfires has contributed to this worsening emergency. This letter is being provided as a monthly update for your actual water use and notice that your water usage in August 2021 has resulted in a penalty.

Actual Water Use Update

Your August 2021 water allocation was: **16,520 units**, or **12,358 gallons**. The meter read for August reflects the following use **291,390 units**, or **217,974 gallons**.

Penalties

In recognition of the dire situation, City Council adopted a penalty structure for customers who exceed their property's monthly water allocation. These penalties are designed to minimize the impact on those bills that exceed the allocation by a little bit, while sending a strong message to unusually heavy water users. Given this is the first-time penalties have been imposed, on July 13, 2021, City Council adopted a program to suspend 75% of the penalties for overuse in June 2021 and to suspend 50% of the penalties for overuse in July 2021 with the ability for customers to have 100% of the penalties forgiven if allocation targets are met, in the months of August, September, October, and November 2021 (see enclosure for additional information). Below is a summary of the penalties that will be assessed on your water utility account.

Because you exceeded your August 2021 water allocation by: **274,870 units**, or **205,616 gallons** you are being assessed a penalty in the amount of **\$65,558.05**. This penalty amount represents 50% of the total penalty amount of: **\$65,558.05**. This penalty will be added to your bi-monthly utility bill.

Continuing Water Conservation

It is not too late to start conserving water! As we have in the past, we have no doubt our friends and neighbors in St. Helena will emerge from this crisis stronger and more resilient than ever! As we did last year during wildfire season and throughout COVID-19, we must pull together as a community to weather this worsening drought. If we do not, it is inevitable that we will be forced to move from Phase II water restrictions currently in place to the more painful restrictions necessary in Phase III.

Learn More

For more information and tips for how you can do your part to help our community navigate through the current drought, visit www.cityofstheleena.org!

Questions or Concerns?

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City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

September 15, 2021

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Estimado Hoff Duane & Susan,

ASIGNACION MENSUAL ACTUALIZADA – AVISO DE PENALIDAD DE AGUA

Como muchos Californianos, St. Helena se enfrenta a una crisis de agua crítica. La falta de lluvia y el uso de agua del embalse de Bell Canyon para combatir los incendios forestales del año pasado ha contribuido a empeorar esta emergencia. Esta carta se proporciona como una actualización mensual para su uso actual del agua y aviso que su uso de agua en agosto del 2021 ha resultado en una penalidad.

Actualización real del uso del agua

Su asignación de agua en el mes de agosto 2021 fue: **16.520 unidades, o 12,358 galones**. El medidor de agua para el mes de agosto refleja el siguiente uso de **291.390 unidades o 217,974 galones**.

Penalidades

En reconocimiento de la grave situación, el Concejo Municipal adoptó una estructura para los clientes que excedan la asignación mensual de agua de su propiedad. Estas penalidades están diseñadas para minimizar el impacto en aquellas facturas que exceden la asignación por un poco, al tiempo que envía un mensaje contundente a los usuarios de agua inusualmente pesada. Dado que es la primera vez que las penalidades han sido impuestas, en Julio 13, 2021, el Consejo Municipal adoptó un programa para suspender 75% de las penalidades por el sobreuso en Junio 2021 y para suspender 50% de las penalidades de sobreuso en Julio 2021 con la habilidad de que los clientes tengan 100% de las penalidades perdonadas si se cumplen las metas de asignaciones en los meses de agosto, septiembre, octubre y noviembre de 2021 (consulte el folleto para obtener información adicional). Abajo hay un resumen de las penalidades que serán evaluadas en su cuenta de agua.

Debido a que excediste tu asignación de agua agosto 2021 por: **274.870 unidades, o 205,616 galones**, se le aplicará una penalidad por la cantidad de **\$65,558.05**. Esta cantidad representa 50% de la penalidad total de: **\$65,558.05**. Esta penalidad se agregará a su factura de servicios públicos bimestral.

Conservación continua del agua

¡No es demasiado tarde para empezar a conservar el agua! Como lo hemos hecho en el pasado, no tenemos ninguna duda de que nuestros amigos y vecinos de St. Helena saldrán de esta crisis más fuertes y resistentes que nunca. Como hicimos el año pasado durante la temporada de incendios forestales y durante todo el COVID-19, debemos unirnos como comunidad para superar esta sequía. Si no lo hacemos, es inevitable que nos veremos obligados a pasar de las restricciones de agua de la Fase II en vigor a las restricciones más estrictas necesarias de la Fase III.

Aprende más

Para obtener más información y consejos sobre cómo puede hacer su parte para ayudar a nuestra comunidad a navegar a través de la sequía actual, visite www.cityofstheleena.org!

¿Tiene Preguntas?

Comuníquese con el personal de la Ciudad al (707) 968-2745 o por correo electrónico al water@cityofstheleena.org.



City of St. Helena
Utility Billing Department
1572 Railroad Avenue
St. Helena CA 94574
(707) 968-2745

Hoff Duane & Susan
3033 Excelsior Blvd. Ste. 525
Minneapolis, MN 55416

Account number:
006087-000

Service Address:
2600 Spring Mtn Rd

Dear Hoff Duane & Susan,

SUBJECT: NOTICE OF WATER USAGE PENALTY ASSESSMENT

On July 12, 2021, the St. Helena City Council adopted a penalty forgiveness program. This program provided customers the opportunity to eliminate 100% of their existing June and/or July water usage penalties if their water usage during the months of August, September, October, and November fell below monthly allocations. Customers were required to meet their water allocation target in all four months for the penalties to be forgiven. If a customer did not keep usage below their water allocation target during the four designated months, then any suspended amount would become due and payable to the City.

June and July penalties incurred were temporarily suspended as follows:

Month	Description	Penalty Charge	Penalty Temporarily Suspended	Example
June 2021	Customer will be charged 25% of their assessed penalty for being over their allocation.	25%	75%	If a customer's penalty is \$100, they will only be charged \$25
July 2021	Customer will be charged 50% of their assessed penalty for being over their allocation.	50%	50%	If a customer's penalty is \$100, they will only be charged \$50

During the month(s) of August, your water use exceeded your monthly allocation. Therefore, the temporarily suspended penalty(s) will be applied to your account:

Month	Previously Billed Penalty	Suspended Penalty Billed	Total Penalty Billed
June 2021	\$17,051.37	\$51,154.11	\$68,205.48
July 2021	\$61,020.95	\$61,020.95	\$122,041.90

The Water Advisory Board has developed criteria for consideration of penalty waivers. Customers can learn more about this potential option by visiting: <https://www.cityofstheleena.org/water-emergency/page/leak-adjustments-during-water-emergency>.

Continuing Water Conservation to Avoid Additional Penalties

As a community, it is still important to continue water conservation. This will help retain the water supply as well as help you avoid any further penalties. We invite you to contact the City's Environmental Services Technician at (707) 312-1372 to assist you with water conservation strategies. As we have in the past, we have no doubt our friends and neighbors in St. Helena will emerge from this crisis stronger and more resilient than ever! It is important that we pull together as a community to weather this worsening drought. If we do not, it is inevitable that we will be forced to move from Phase II water restrictions currently in place to the more painful restrictions necessary in Phase III.

Questions or Concerns?

Contact City staff at (707) 968-2745 or by email at water@cityofsthenana.org.

CITY OF ST. HELENA

RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena
Making Findings and Determinations Regarding the
Water Penalty Appeal of Duane and Susan Hoff**

WHEREAS, On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board; and

WHEREAS, In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC; and

WHEREAS, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak; and

WHEREAS, Duane and Susan Hoff have filed a request for fee waiver for the penalties incurred on their water account in June, July, and August 2021 totaling \$251,379.28. The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration; and

WHEREAS, the City Council has reviewed the penalty appeal for Duane and Susan Hoff and has made the determination as noted below.

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

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

SECTION 2. The City Council has considered the circumstances of the appeal.

SECTION 3. The City Council has determined the following:

_____ Deny the appeal in its entirety

_____ Approve the appeal in its entirety for an amount of \$251,379.28

_____ Grant a portion of the appeal for an amount of \$_____

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: **NEW BUSINESS**

Subject: **Water Penalty Appeal - Eliot Fried**

CEQA **Not a CEQA project**
Determination:

Prepared By: April Mitts, Assistant City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board. In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC.

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a water leak does occur, customers can request a credit to their utility bill for a portion of the excess water in accordance with P-FI-0005 Leak Adjustment Policy. This policy provides relief to St. Helena water customers who have had a leak that is not due to negligent or willful acts. Under the current Leak Adjustment Policy, leak adjustments are not granted if the City is in a Phase I or higher water emergency or subject to water use limitations by the State of California. However, recognizing the City's conservation efforts as well as the authority granted under P-FI-0005 for Leak Adjustment appeals, any request for a leak adjustment during a Phase II or Phase III emergency are being evaluated by the City Manager.

In addition to the ability to qualify for a leak adjustment, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak.

On August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak.

Per the established policy, the following criteria must be met:

1. The customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

Over the course of several months, the Water Advisory Board considered penalty leak adjustment amounts on a case-by-case basis.

DISCUSSION

Elior Fried has filed a request for fee waiver for penalties incurred on their water account in June, July, August, and September totaling \$19,228.30 (Attachment 1). The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration.

The customer has submitted the following statement as their appeal:

"Dear City Clerk,

1610 Sulphur Springs Avenue is primarily a summer residence occupied by Eliot Fried 89, and wife Cynthia 86, our daughter, son-in-law and two children. This past summer my daughter's family was in New York as her husband as her husband had to work there due to the pandemic.

My wife and I spent two weeks each in June, July, August, and September. Having received and unbelievably high water bill each month I had the water department come to our property and a representative confirmed there were not leaks. I had the pool checked and there were no leaks. We have extensive landscaping and we lowered the water usage considerably And finally turned it off altogether.

My wife and I personally do not use the amount of water the bill specified. I believe our water meter is operating improperly and have requested a new one. As we do not visit the house often and have installed a Leak Defense System no water is running in the house when we are not in residence. Please help us as the water bills were tremendous this summer.

*Eliot
Fried"*

On October 14, 2022, Mr. Fried emailed staff with the following additional information:

"On another subject, I received a communication from the Water Department outlining compensation for removing grass from my property. As you know, I removed grass from my front and back yards, spending over \$45,000 [Attachment 2] on stones for the front yard and fake turf in the backyard. I would be happy to provide you with these bills and have you or anyone of your associates view these changes in person. This expenditure could offset the fee waiver if possible."

In response to Mr. Fried's statement regarding the water meter operating improperly, City staff completed a meter accuracy test on June 13, 2022 and confirmed the meter did test accurately. However, since the meter was unable to complete a detailed meter read, staff changed out the device to a new meter on the same day.

Tables 1 through 3 provides additional information for Council Consideration.

Table 1: Current Allocation - based on a 30-day Month

		Gallons	HCF
Number in Household	6	11,700	
Outdoor Summer Allocation		2,500	
Additional Exception (large lot)		7,500	
TOTAL ALLOCATION		21,700	29.01

Table 2: Penalties Imposed

Month	Amount	Penalty Waiver Request	Over Allocation HCF	Over Allocation Gallons
June	7,405.60	7,405.60	56.990	42,631
July	7,453.90	7,453.90	50.990	38,143
August	2,604.15	2,604.15	32.990	24,678
September	1,764.65	1,764.65	30.990	23,182
TOTALS	19,228.30	19,228.30	171.96	128,635

Table 3: Historical Monthly Use

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2022	0	1	1	0	9	67	87	73	32	28	7	0
2021*	0	0	0	45	69	86	80	62	60	19	0	0
2020	0	0	14	28	100	160	150	99	78	79	37	4
2019	0	0	0	39	91	98	115	125	96	85	58	0

*Penalties were incurred in June, July, August, and September 2021.

Eliot Fried is requesting to have all penalties totaling \$19,228.30 waived.

FISCAL IMPACT

Dependent on City Council Direction.

RECOMMENDED ACTION

Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$19,228.30
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

ATTACHMENTS

[Attachment 1 - Request for Fee Waiver E. Fried](#)

[Attachment 2 - Invoices](#)

[Attachment 3 - Resolution - Water Penalty Appeal Eliot Fried](#)



Request for Fee Waiver

#7676

CITY OF ST. HELENA

DATE SUBMITTED:	JAN 10 2022
RECEIVED BY:	
Finance Department	

PROPERTY & BILLING INFORMATION			
Date Applying: 1/4/2022	Type of Fee Requesting to be Waived WATER PENALTY - JUNE/JULY	Fee Already Assessed: ☐ No ☒ Yes Date: JUNE/JULY	
Customer or Company Name: ELIOT FRIED	Daytime Phone Number 415-567-984	Other Phone Number 707-968-5254	
Mailing Address 166 SULPHUR SPRINGS AVE	City ST HELENA CA	State	Zip Code 94574
Email ELIOT7812@GMAIL.COM			
EXPLANATION OF REQUEST FOR WAIVER			
Describe why you feel fees should be waived and/or refunded: (Attach supporting documentation)			
SEE ATTACHED SHEET ACCOUNT NO. 057676-086 LOT SIZE 23,897.85			
PLEASE READ & SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT			
I am requesting a waiver under Ordinance 2018-1 adopted by the City of St. Helena. By signing this form I certify the information provided is accurate and true, and agree to comply with all requirements as set forth in the policy. I certify that I have read, understand and agree to the terms and conditions of a waived penalty and/or fee identified below. - Customers must submit a request in writing to the City Clerk. - Customers must submit the request within 30 days from the date if the penalty and/or fee has already been assessed. - Any waived penalties and/or fees already paid by the customer will be reversed from the customer's account and/or refunded to the customer in the same manner in as the original payment. - I am aware all decisions by the City Manager are final. There are no appeals.			
<i>[Signature]</i> Signature		ELIOT M FRIED Print Name	
		1/4/2022 Date	
PLEASE SUBMIT APPLICATIONS TO:		QUESTIONS?	
City of St. Helena: City Clerk 1480 Main Street St. Helena, CA 95404		Email: cityclerk@cityofsthelelena.org Website: www.cityofsthelelena.org/water Phone: 707-968-2640	

Eliot M Fried
1200 California Street
San Francisco, CA 94109

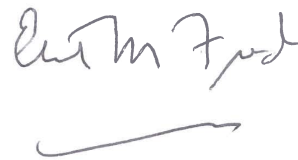
January 7, 2022

Dear City Clerk,

1610 Sulphur Springs Avenue is primarily a summer residence occupied by Eliot Fried 89, and wife Cynthia 86, our daughter, son-in-law and two children. This past summer my daughter's family was in New York as her husband had to work there due to the pandemic.

My wife and I spent two weeks each in June, July, August and September. Having received and unbelievably high water bill each month I had the water department come to our property and a representative confirmed there were no leaks. I had the pool checked and there were no leaks. We have extensive landscaping and we lowered the water usage considerably And finally turned it off altogether.

My wife and I personally do not use the amount of water the bill specified. I believe our water meter is operating improperly and have requested a new one. As we do not visit the house often and have installed a Leak Defense System no water is running in the house when we are not in residence. Please help us as the water bills were tremendous this summer.

A handwritten signature in dark ink, appearing to read "Eliot M Fried", with a long horizontal flourish underneath.

From: [Eliot Fried](#)
To: [April Mitts](#)
Subject: [External] water bill
Date: Friday, October 14, 2022 9:55:01 AM

Many thanks for updating me on the fee waiver appeal . I am unable to attend the December 13 meeting.

On another subject, I received a communication from the Water Department outlining compensation for removing grass from my property. As you know, I removed grass from my front and back yards, spending over \$45,000 on stones for the front yard and fake turf in the backyard. I would be happy to provide you with these bills and have you or anyone of your associates view these changes in person. This expenditure could offset the fee waiver if possible.

Please keep me informed of any further developments. Thanks again, Eliot and Cynthia Fried

Field of Green
grass made perfect
150 West Larch Road Suite 15 Tracy, CA 95304
866.369.GRASS (4727), Fax 209.811.1111
FieldofGreen.com

CHANGE ORDER

Number 91
DATE 9/18/21
9387
JOB PHONE
821 BC
DATE OF EXISTING CONTRACT
6/18/21

TO Eliot Fried
1610 Sulfur St
Saint Helena

125
Schools of the Sacred Heart | San Francisco
FIELD OF GREEN
TURF
\$ 33,100
TOTAL INCLUDING
CHANGE ORDER

We hereby agree to make the change(s) specified below:

Customer states: not use
back yard vineyard access as contracted.
New Location for dump bin location at street
parking area of neighbors nextstore at 1582.
Also new rock delivery location in street on
driveway, too narrow for truck to enter gate onto
property?
These new locations will add distance to
labor for removal, new Rock, turf + equip.

ADDITIONAL LABOR 1.00 @ 2,219.00
Discount -1,119.00
Total 1,100.00

Payment for work is due upon completion of the Change Order.

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ☐

DATE <u>9/18/21</u>	PREVIOUS CONTRACT AMOUNT \$ <u>32,000.00</u>
AUTHORIZED SIGNATURE (CONTRACTOR) <u>[Signature]</u>	REVISED CONTRACT TOTAL \$ <u>33,100.00</u>

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance 9/20/21
Signature [Signature]
(OWNER)



CITY OF ST. HELENA

RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena
Making Findings and Determinations Regarding the
Water Penalty Appeal of Eliot Fried**

WHEREAS, On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board; and

WHEREAS, In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC; and

WHEREAS, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak; and

WHEREAS, Eliot Fried has filed a request for fee waiver for the penalties incurred on their water account in June, July, August, and September 2021 totaling \$19,228.30. The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration; and

WHEREAS, the City Council has reviewed the penalty appeal for Eliot Fried and has made the determination as noted below.

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

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

SECTION 2. The City Council has considered the circumstances of the appeal.

SECTION 3. The City Council has determined the following:

_____ Deny the appeal in its entirety

_____ Approve the appeal in its entirety for an amount of \$19,228.30

_____ Grant a portion of the appeal for an amount of \$_____

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk

Field of Green®

grass made perfect

Professional Installers of Synthetic Grass Made in USA - Since 2003



QUOTE WORK ORDER #	PC 1100180
PROPOSAL #	12-231
PAGE	1 of 2

FieldofGreen.com	Date: 6/3/21	Consultant: Brian Cameron
Certified Installation contracted by (MAKE CHECKS PAYABLE TO):	Customer Name: Eliot Field	
Field of Green - CL# 837501 C-27 / C-61 / D-12 Synthetics	Address: 478 Greenway Dr	
460 W. Larch Road, # 15	City: Saint Helena	X street:
Tracy, CA 95304	Email:	Zip Code: 94574
866.369.GRASS (4727)	Cell # 415 999 9387	Home # tbd
Fax 209.833.7833	CERTIFIED INSTALLER	
Forever Green. Forever Waterless. Perfect Grass Solutions.		

Synthetic Grass / Putting Green (SF is approximate; rectangle sections to complete work)

Square Feet	Product Type	Backing	Product Description		Total
	VERSA Product		Over permeable rock base	\$ -	\$ -
2219	Other	2" x 1/2" 200 DBA	Over permeable rock base	\$ -	\$ 29,876
	Other	2" x 1/2" 200 DBA	Over permeable rock base	\$ -	\$ -

Installation to include:

- ☐ Sod Removal
- ☐ Gravel Removal or OTHER
- ☐ Soil Removal
- ☐ Disposal of Removal
- ☐ Capping Sprinklers
- ☐ Auto-irrig
- ☐ Grading of area
- ☐ Rock and Crusher Fine Sub-base
- ☐ Pad installed
- ☐ Installation of Turf type chosen and specified
- ☐ Application of top dressing
- ☐ Lose soil onsite
- ☐ Dispose of REMNANTS
- ☐ For security, customer prefers we store turf until installation

Notes:	Need Dumpster?	Yes / No	Location of rock delivery (Customer INITIAL): DRIVEWAY	STREET
	Dog or Dogs?	Yes / No	Location of dumpster delivery (Customer INITIAL): DRIVEWAY	STREET

Additional Installed other / UPGRADES / Notes:

Square Feet	Product Description	\$ per SF	Total
	ComfortBASE FOAM 5mm ANTIMICROBIAL COOL PMRL underlayment; added comfort and cushion	\$ 1.25	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 5 feet 20mm pad	\$ 2.50	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 7 feet for cushion and safety	\$ 3.50	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 11 feet for cushion and safety	\$ 4.50	\$ -
2219	Decorative Bark or Gravel with Ronstar pre-emergent	\$ 3.00	\$ -
	Gopher Grid installed - optional for gopher control guaranteed	\$ 1.65	\$ 3661
Notes:	Access into area?	STAIRS? NO	QTY
	How many inches is dirt below concrete now?	0	Leave flat top
	Existing drainage in lawn areas?	ADD FILTER	TBD QTY 4 ADD MORE? X
	Extra Labor?	\$	-
	Extra Labor?	\$	-
	Extra Labor?	\$ 250.00	\$ -

Edging Options

Linear Feet	Product Description	\$ per LF	Total
	Grass at edging:		
	stagger	☐ Current edging sufficient - no additional edging required	
	on top	☐ Epic Polyethylene Band-a-Board 2"x4" nailer board NB7	\$ 7.00
	up to	☐ Epic Polyethylene Band-a-Board 1"x4" NB7	\$ 6.00
	wrap	☐ Metal edging	\$ 10.00
		☐ Straight edge Pressure Treated Fir or redwood 2x4 NB7	\$ 6.00

Miscellaneous - OPTIONS ETC.

NOTE: if more SF is needed, extra SF change orders will be at same rate per SF.	Sum	\$ 33,537
Walnut shells and Cool fill pet sand options area available		- 950
** Clarifications, changes and corrections to this proposal will be made prior to job start if necessary. **		

Installation Schedule APPROXIMATELY: 6/15/21	Adjustments	\$ -587
Customer Signature: [Signature]	Sub-Total	\$ 32,000
CC #: VISA / MC / OTHER	Other	\$ -
CVV2 #:	Total	\$ 32,000
Authorize payments charged to Credit Card - INITIAL: [Initials]	Deposit 10%	\$ 3,200
	Job Start Upon Lawn Order	\$ 11,500
	Upon Base prep	\$ 7,750
	Upon Completion	\$ 7,750

The down payment (deposit) may not exceed \$1,000 or 10% of the contract price, whichever is less. Job start payment is upon material purchased.

We are pleased to submit the above quotation. Thank you for your business. Your signature proves acceptance of this work order contract.

Due to pricing considerations, this quote can only be guaranteed for 60 days. Samples may not be exact dye lot of turf installed.

Field of Green is not responsible for damage to electrical or irrigation systems not installed according to code.

Signature changes this quote to a binding agreement. Any added SF will be billed at same rate per SF.

Exclusions and notes: IRRIGATION LINES etc. less than 12" BELOW GRADE can break. Repairs will be a CHANGE ORDER.

You have hired us to perform services in your yard. No refunds on materials we purchase. You are not buying natural grass.

Artificial grass has season that may be visible. Grooming fibers can help appearance. If a hot day you can use water on synthetic grass to cool.

Warranty does not cover turf damage from reflected heat and hot glass. We cannot predict this situation or the seasonal angle of the sun.

NOTICE: Per Section 1193c California Code of Civil Procedure, which requires us to notify you that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished,

the improved property may be subject to mechanic's lien. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this

Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this

Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

Field of Green®

grass made perfect

Professional Installers of Synthetic Grass Made in USA - Since 2003



QUOTE WORK ORDER #	PC 111018
PROPOSAL #	10-231
PAGE	1 of 2

FieldofGreen.com	Date: 6/3/21	Consultant: Darryl Cameron
Certified Installation contracted by (MAKE CHECKS PAYABLE TO):	Customer Name: Eliot Field	
Field of Green - CL# 837501 C-27 / C-81 / D-12 Synthetics	Address: 450 GREEN ST	
460 W. Larch Road, # 15	City: Santa Helena	X street:
Tracy, CA 95304	Email:	Zip Code: 94574
866.369.GRASS (4727)	Cell # 415 999 9387	Home # tbd
Fax 209.833.7833	CERTIFIED INSTALLER	
Forever Green. Forever Waterless. Perfect Grass Solutions.		

Synthetic Grass / Putting Green (SF is approximate; rectangle sections to complete work)

Square Feet	Product Type	Backing	Product Description		Total
	VERSA Product		Over permeable rock base	\$ -	\$ -
2219	Other	2021 POC DBA	Over permeable rock base	\$ -	\$ 29,276
	Other	2021 POC DBA	Over permeable rock base	\$ -	\$ -

Installation to include:

- ☐ Sod Removal
☐ Gravel Removal or OTHER
☐ Soil Removal
☐ Disposal of Removal
☐ Capping Sprinklers
☐ Auto-rinse
☐ Grading of area
☐ Rock and Crusher Fine Sub-base
☐ Pad Installed
☐ Installation of Turf type chosen and specified
☐ Application of top dressing
☐ Lose soil onsite
☐ Dispose of REMNANTS
☐ For security, customer prefers we store turf until installation

Notes: Need Dumpster? Yes / No Location of rock delivery (Customer INITIAL): DRIVEWAY STREET
Dog or Dogs? Yes / No Location of dumpster delivery (Customer INITIAL): DRIVEWAY STREET

Additional Installed other / UPGRADES / Notes:

Square Feet	Product Description	\$ per SF	Total
	ComfortBASE FOAM 5mm ANTIMICROBIAL COOL PMRL underlayment; added comfort and cushion	\$ 1.25	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 5 feet 20mm pad	\$ 2.50	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 7 feet for cushion and safety	\$ 3.50	\$ -
	GreenPLAY system ASTM F1292-04 fall safety rated at 11 feet for cushion and safety	\$ 4.50	\$ -
2219	Decorative Bark or Gravel with Ronstar pre-emergent	\$ 3.00	\$ -
	Gopher Grid installed - optional for gopher control guaranteed	\$ 1.85	\$ 3661
Notes:	Access into area? STAIRS? NO QTY	Extra Labor?	\$ -
	How many inches is dirt below concrete now? 0	Extra Labor?	\$ -
	Existing drainage in lawn areas? TBD QTY ADD MORE? X	\$ 250.00	\$ -

Edging Options

Lineal Feet	Product Description	\$ per LF	Total
	Grass at edging:		
	stagger		
	on top		
	up to		
	wrap		
	Current edging sufficient - no additional edging required		
	Epic Polyethylene Band-a-Board 2"x4" nailer board	\$ 7.00	\$ -
	Epic Polyethylene Band-a-Board 1"x4"	\$ 6.00	\$ -
	Metal edging	\$ 10.00	\$ -
	Straight edge Pressure Treated Fir or redwood 2x4	\$ 6.00	\$ -

Miscellaneous - OPTIONS ETC.

NOTE: If more SF is needed, extra SF change orders will be at same rate per SF.	Sum	\$ 33,537
Walnut shells and Cool fill pet sand options area available		- 950
** Clarifications, changes and corrections to this proposal will be made prior to job start if necessary. **		

Installation Schedule APPROXIMATELY:

Customer Signature: [Signature]	Date: 6/16/21	Adjustments	\$ -587
CC #: VISA / MC / OTHER	Exp. Date:	Sub-Total	\$ 32,000
CV2 #:	Authorize payments charged to Credit Card - INITIAL:	Other	\$ -
		Total	\$ 32,000
		Deposit 10%	\$ 3,200
		Job Start Upon Lawn Order	\$ 17,500
		Upon Base prep	\$ 7,750
		Upon Completion	\$ 17,750

The down payment (deposit) may not exceed \$1,000 or 10% of the contract price, whichever is less. Job start payment is upon material purchased.

We are pleased to submit the above quotation. Thank you for your business. Your signature proves acceptance of this work order contract.

Due to pricing considerations, this quote can only be guaranteed for 60 days. Samples may not be exact dye lot of turf installed.

Field of Green is not responsible for damage to electrical or irrigation systems not installed according to code.

Signature changes this quote to a binding agreement. Any added SF will be billed at same rate per SF.

Exclusions and notes: IRRIGATION LINES etc. less than 12" BELOW GRADE can break. Repairs will be a CHANGE ORDER.

You have hired us to perform services in your yard. No refunds on materials we purchase. You are not buying natural grass.

Artificial grass has seams that may be visible. Grooming Riners can help appearance. If a hot day you can use water on synthetic grass to cool.

Warranty does not cover turf damage from reflected heat and hot glass. We cannot predict this situation or the seasonal angle of the sun.

NOTICE: Per Section 1193c California Code of Civil Procedure, which requires us to notify you that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property may be subject to mechanic's lien. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.



Report to the City Council
Regular City Council - 24 Jan 2023

Agenda Section: **NEW BUSINESS**

Subject: **Water Penalty Appeal - Isabel Ayau**

CEQA **Not a CEQA project**
Determination:

Prepared By: April Mitts, Assistant City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board. In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC.

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a water leak does occur, customers can request a credit to their utility bill for a portion of the excess water in accordance with P-FI-0005 Leak Adjustment Policy. This policy provides relief to St. Helena water customers who have had a leak that is not due to negligent or willful acts. Under the current Leak Adjustment Policy, leak adjustments are not granted if the City is in a Phase I or higher water emergency or subject to water use limitations by the State of California. However, recognizing the City's conservation efforts as well as the authority granted under P-FI-0005 for Leak Adjustment appeals, any request for a leak adjustment during a Phase II or Phase III emergency are being evaluated by the City Manager.

In addition to the ability to qualify for a leak adjustment, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak.

On August 6, 2021, the Water Advisory Board adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak.

Per the established policy, the following criteria must be met:

1. The customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

Over the course of several months, the Water Advisory Board considered penalty leak adjustment amounts on a case-by-case basis.

DISCUSSION

Isabel Ayau has filed a request for fee waiver for penalties incurred on their water account in June and July 2021 totaling \$10,574.26 (Attachment 1). The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration.

The customer has submitted the following statement as their appeal:

"I purchased this historic house last year in March in order to have a place closer to family. I have a tourist visa and only allowed to be in the USA a certain amount of days per year. I have not been here much since COVID has made it difficult to travel all last year.

The house purchased has needed a lot of repair and the back yard was full of debris, rats and had not been cleaned for years. In April [2021] I started making yard improvements to relieve the rodent problem and added some landscaping and an automatic irrigation system. I was not aware of the water unit allocation system you manage for the billing, until may 21st when I received a notification. The actual reading of my meter came on June 15th and I was not here until later in August to see the big surprise. Since I did not know your allocations system, in June and July much water was used and was charged a big penalty amount (8,496.00 dollars- paid).

Then I had to go back to my country and was not able to keep track of all the letters and billing that you sent. I asked my neighbor to reduce the irrigation meter to 50% in August but that was still not enough so in September we were finally able to bring it down considerably. The four months of excess consumption have been very difficult to track because the letters were always received way after the water was used.

Honestly its not a consistent way of submitting a bill, difficult to understand and is inconsistent. You send the statement months after the water has been consumed and the intermittent letters are not clear and always too late. The only way to control it is through the flume, which I was not aware of until later in September and my neighbor helped me install one while I was in Guatemala.

All previous penalties have been paid but I just ask that you please reconsider the most recent one for another 10,574.26 dollars on top of all I have already paid. This is for 75% suspended june penalty and 50% suspended july penalty. Please reconsider this bill knowing that I have made all the improvements to reduce the consumption. Since September, I took action in reducing the water consumption, installed a flume, and the following months showed it in the water consumption.

Consider, It is a total 20,344.32 dollars for the penalties which you are charging for four months of excess consumption. My request is for an appeal to remove the latest statement penalties, which are due mid february, which amounts to half of the total."

Tables 1 through 3 provides additional information for Council Consideration.

Table 1: Current Allocation - based on a 30-day Month

		Gallons	HCF
Number in Household	2	3,900	
Outdoor Summer Allocation		2,500	
Additional Exception (large lot)		257	
TOTAL ALLOCATION		6,657	8.9

Table 2: Penalties Imposed

Month	Amount	Penalty Waiver Request	Over Allocation HCF	Over Allocation Gallons
June	8,184.64	6,138.48	39.893	29,842
July	8,871.56	4,435.78	41.989	31,410
August	3,227.30		19.412	14,521
September	61.30		4.100	3,067

Month	Amount	Penalty Waiver Request	Over Allocation HCF	Over Allocation Gallons
TOTALS	20,344.80	10,574.26	105.394	78,840

Table 3: Historical Monthly Use

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2022	4	3	19	1	13	27	20	23	24	28	21	11
2021*	1	1	0	3	44	49	50	28	13	7	2	4
2020	5	6	5	4	4	5	8	7	8	7	6	5
2019	4	3	5	12	3	7	6	8	10	9	8	6

*The account for Isabel Ayau was established on March 10, 2021 and penalties were incurred in June, July, August, and September 2021.

Isabel Ayau is requesting to have the suspended penalties totaling \$10,574.26 waived.

FISCAL IMPACT

Dependent on City Council Direction.

RECOMMENDED ACTION

Discuss and make a determination on penalty appeal. Council may consider the following three options:

1. Approve the appeal in its entirety for an amount of \$10,524.26
2. Grant a portion of the appeal for an amount determined by City Council
3. Deny the appeal in its entirety

ATTACHMENTS

[Attachment 1 - Penalty Appeal](#)

[Attachment 2 - Resolution - Water Penalty Appeal Isabel Ayau](#)



Request for Fee Waiver

DATE SUBMITTED: _____
RECEIVED BY: _____

PROPERTY & BILLING INFORMATION			
Date Applying: February 18th 2022	Type of Fee Requesting to be Waived <i>water penalties</i>	Fee Already Assessed: ☒ No ☐ Yes Date: ____/____/____	
Customer or Company Name: Isabel Ayau	Daytime Phone Number +5025200400	Other Phone Number 7072102128	
Mailing Address Pope 943	City Santa Helena	State Ca	Zip Code 94574
Email isabel.ayau@gmail.com			
EXPLANATION OF REQUEST FOR WAIVER			
Describe why you feel fees should be waived and/or refunded: (Attach supporting documentation)			
<i>See attachment of letter previously submitted and other obvious things: Since the bill was received 2.5 months after it was issued I was not aware of the respective penalty, on top of this, I don't live in the city. I did not realize a flow-meter was necessary so I had it installed - We did lower the irrigation time to its minimum and that was not enough and the bill again arrived very much delayed - complicating matters -</i> <i>Please understand my petition that I don't want to fall in delinquency but at the same time the way that bills are being issued does not help - I ask you (the city) to send the bills every month so it does not happen again - and if you please remove the penalties -</i> <i>My property measures more than 7000 sqft which I understand it entitles for more consumption so please take this under account -</i> <i>I thank you for your dedication and time -</i>			
PLEASE READ & SIGN THE FOLLOWING STATEMENTS			
AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT			
I am requesting a waiver under Ordinance 2018-1 adopted by the City of St. Helena. By signing this form I certify the information provided is accurate and true, and agree to comply with all requirements as set forth in the policy. I certify that I have read, understand and agree to the terms and conditions of a waived penalty and/or fee identified below.			
• Customers must submit a request in writing to the City Clerk. • Customers must submit the request within 30 days from the date if the penalty and/or fee has already been assessed. • Any waived penalties and/or fees already paid by the customer will be reversed from the customer's account and/or refunded to the customer in the same manner in as the original payment. • I am aware all decisions by the City Manager are final. There are no appeals.			
<i>Isabel Ayau</i>	<i>Isabel Ayau</i>	<i>10 March 2022</i>	
Signature	Print Name	Date	
PLEASE SUBMIT APPLICATIONS TO:		QUESTIONS?	
City of St. Helena: City Clerk 1480 Main Street St. Helena, CA 95404		Email: cityclerk@cityofstheleena.org Website: www.cityofstheleena.org/water Phone: 707-968-2640	

Sent: Monday, January 31, 2022 12:43 PM

To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.org>

Subject: [External] Appeal through City Council for June July suspended penalties

To: Cindy Tzafopoulos, City Clerk
707-968-2742

From: Isabel Ayau, 943 Pope Street home owner

Mrs Tzafopoulos,

I purchased this historic house last year in March in order to have a place closer to family. I have a tourist visa and only allowed to be in the USA a certain amount of days per year. I have not been here much since COVID has made it difficult to travel all last year.

The house purchased has needed a lot of repair and the back yard was full of debris, rats and had not been cleaned for years.

In April I started making yard improvements to relieve the rodent problem and added some landscaping and an automatic irrigation system. I was not aware of the water unit allocation system you manage for the billing, until May 21st when I received a notification. The actual reading of my meter came on June 15th and I was not here until later in August to see the big surprise. Since I did not know your allocations system, in June and July much water was used and was charged a big penalty amount (8,496.00 dollars- paid).

Then I had to go back to my country and was not able to keep track of all the letters and billing that you sent. I asked my neighbor to reduce the irrigation meter to 50% in August but that was still not enough so in September we were finally able to bring it down considerably. The four months of excess consumption have been very difficult to track because the letters were always received way after the water was used.

Honestly its not a consistent way of submitting a bill, difficult to understand and is inconsistent. You send the statement months after the water has been consumed and the intermittent letters are not clear and always too late. The only way to control it is through the flume, which I was not aware of until later in September and my neighbor helped me install one while I was in Guatemala.

All previous penalties have been paid but I just ask that you please reconsider the most recent one for another 10,574.26 dollars on top of all I have already paid. This is for 75% suspended June penalty and 50% suspended July penalty. Please reconsider this bill knowing that I have made all the improvements to reduce the consumption. Since September, I took action in reducing the water consumption, installed a flume, and the following months showed it in the water consumption. Consider, It is a total 20,344.32 dollars for the penalties which you are charging for four months of excess consumption. My request is for an appeal to remove the latest statement penalties, which are due mid February, which amounts to half of the total.

Sincerely,
Isabel Ayau
943 Pope Street owner

CITY OF ST. HELENA

RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena
Making Findings and Determinations Regarding the
Water Penalty Appeal of Isabel Ayau**

WHEREAS, On October 27, 2020, the City Council established Phase II Water Regulations and, in accordance with the St. Helena Municipal Code (SHMC), established the Water Advisory Board; and

WHEREAS, In June 2021, the City began charging penalties for water use which exceeded allocations as determined by the SHMC; and

WHEREAS, the City recognized that during a Phase II or Phase III water emergency, penalties may have been incurred as a result of a leak. On July 27, 2021, the City Council adopted a resolution designating that the Water Advisory Board can hear/make a determination for reduction of penalties for those customers who receive a penalty as a result of a water leak; and

WHEREAS, Isabel Ayau has filed a request for fee waiver for the suspended penalties incurred on their water account in June and July 2021 totaling \$10,574.26. The penalties imposed were not the result of a leak; therefore, the request for fee waiver does not fall under the authority of the Water Advisory Board (WAB) and the amount exceeds the authority granted to the City Manager; therefore, it is being presented to the City Council for consideration; and

WHEREAS, the City Council has reviewed the penalty appeal for Isabel Ayau and has made the determination as noted below.

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

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

SECTION 2. The City Council has considered the circumstances of the appeal.

SECTION 3. The City Council has determined the following:

_____ Deny the appeal in its entirety

_____ Approve the appeal in its entirety for an amount of \$10,574.26

_____ Grant a portion of the appeal for an amount of \$_____

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk