# City of St. Helena
# Regular City Council Meeting
# Tuesday, March 14, 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 three hours 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.

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. American Red Cross Month 2023 Proclamation 7
Proclamation

7.2. Proclamation Designating March 2023 As Women's History Month 9
Proclamation

7.3. PG&E Gas Pipeline Maintenance Program Project Update 2023 by Mark Van Gorder 11 - 29
Presentation

7.4. Presentation from Staff on Proposed Pickleball Court Conversion at Crane Park 31 - 42
Prepared By: Dave Jahns, Parks & Recreation Director
Presentation

8. STAFF BRIEFING

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 accepting bids and awarding contracts to the lowest responsible bidders for furnishing chemicals for water and wastewater treatment for Fiscal Year 2022/2023 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City. 43 - 48

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Adopt the attached resolution.
Staff Report - Pdf

9.2. Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Napa County Resource Conservation District, in an amount not-to-exceed $75,250 for York Creek Project Year 3 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26. 49 - 71

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)
Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:
Staff Recommends City Council Adopt the attached Resolution.
Staff Report - Pdf

9.3. Adoption of a Resolution Opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act. 73 - 88

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends Council adopt a Resolution opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.
Staff Report - Pdf

9.4. Consideration and proposed approval of a resolution approving: (1) a temporary closure of Adams Street and Library Lane from Friday, May 5, 2023, at 6:00 p.m. to Sunday, May 7, 2023, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on those public streets for the Neighborhood Community Table Event scheduled for Saturday, May 6, 2023, from approximately 5:00 p.m. to 9:00 p.m. 89 - 103

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Chantel Delay, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf
Public Comment.Tracy McBride Page 1
Public Comment.Tracy McBride Page 2
Public Comment.Tracy McBride Page 3

9.5. Recommended approval of a resolution authorizing (1) the City Manager to execute Amendment No. 1 with Economy Lock and Key, Inc. for security associated with the Napa Valley College Tenant Improvement Project (NVC-TI) in the amount of $45,000 for a total not-to-exceed $68,523.67 (2) a budget increase of $45,000 to 101-4000-2145 and use of general fund balance of the same. 105 - 141

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Staff recommends adoption of the attached resolution.
Staff Report - Pdf

10. PUBLIC HEARINGS

None

11. OLD BUSINESS

11.1. *PRESENTATION ADDED 03-13-2023 143 - 206

Presentation of the Water and Wastewater Rate Study Recommendations for the Capital Improvement Program, Financial Plan Scenarios, and Rate Structure Alternatives.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Review and discuss the Water and Wastewater Rate Study Advisory Committee recommendations of the Capital Improvement Program, Financial Plan Scenarios, and Rate Structure Alternatives and make final recommendations to be included in the final rate study report.

Staff Report - Pdf

12. NEW BUSINESS

12.1. Implementation of a Fats, Oils, and Grease ("FOG") cloud-based management platform 207 - 220

CEQA Determination: Exempt
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file presentation from staff related to the implementation of the FOG BMP software platform and process.

Staff Report - Pdf

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 28, 2023, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on March 9, 2023. Republished March 13, 2023.

Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public

Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

**CITY OF ST. HELENA PROCLAMATION**

**AMERICAN RED CROSS MONTH, 2023**

During American Red Cross Month in March, we celebrate the humanitarian spirit of St Helena and reaffirm our commitment to help ensure no one faces a crisis alone.

Caring for one another is at the heart of our community and exemplified by the people of St Helena, whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments, thereby continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering.

Every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it's providing emergency shelter, food and comfort for families displaced by home fires and other disasters; donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world.

Their support, volunteerism and generous donations are critical to our community's resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton's noble words, "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment.

NOW, THEREFORE, I, Paul Jamison Dohring, Mayor of the City of St. Helena, by virtue of the authority vested in me by the laws of City of St. Helena and the State of California, do hereby proclaim March 2023 as Red Cross Month in the City of St. Helena. I encourage all citizens of St. Helena to reach out and support its humanitarian mission.

Dated: March 14, 2023

_____

Paul Jamison Dohring, Mayor
City of St. Helena

**CITY OF ST. HELENA**
**Proclamation Designating March 2023**
**As Women's History Month**

Whereas, Women's History Month began as a celebration in Santa Rosa, California. The Education Task Force of the Sonoma County Commission on the Status of Women planned and executed a "Women's History Week" celebration in 1978, and the organizers selected the week of March 8 to correspond with International Women's Day;

Whereas, in 1980 President Jimmy Carter declared the week of March 8th as National Women's History Week, and in 1987 Congress designated March as Women's History Month;

Whereas, during this month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity in our nation, and we honor the generations of women and girls of every race, class, and ethnic background who have built our nation, shaped our progress, and strengthened our character as a people;

Whereas, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the labor movement, the civil rights movement, the MeToo movement, the bodily autonomy movement, the anti-violence movement, the climate action movement and many other significant movements;

Whereas, as community leaders, elected officials, educators, doctors, scientists, winemakers, childcare providers, community organizers, engineers, lawyers, artists, musicians and more, women power our economy and lead our communities. As first responders and military service members, they stand watch over our lives and liberties. As innovators, entrepreneurs, and essential workers, they represent the very best in their fields;

Whereas, the City of St. Helena was fortunate to have its first female Mayor, Greta Ericson, from 1974-1976 and its first female City Manager, Bonnie Long, from 1997-2003 and is currently privileged to have several women in top leadership roles, including City Clerk Cindy Tzafopoulos, Library Director Chris Kreiden, Community Development Director Maya DeRosa, Administrative Services Director Mandy Kellogg, and Assistant City Manager Dr. April Mitts;

Whereas, these City of St. Helena leaders have excelled in their fields and advanced the best interests of our community in the areas of long-term financial planning, the expansion of technology in communications, record-keeping and elections, the evolution and expansion of community-oriented library services, budgeting, complex utility rate studies, community planning and zoning code updates, internal administrative efficiencies, and much more;

NOW, THEREFORE, I, Paul J. Dohring, Mayor of the City of St. Helena and the City Council of St. Helena, in recognition of the generations of trailblazing women who have contributed to the advancement of our nation, and in honor of those who serve us today, do hereby proclaim March 2023 as Women's History Month. As we reflect on the achievements of these women, pay tribute to those pioneers who paved the way, and elevate the importance of gender equity and equality, let us strive to create a community where every woman and girl understands that her possibilities know no bounds.

Dated: March 14, 2023

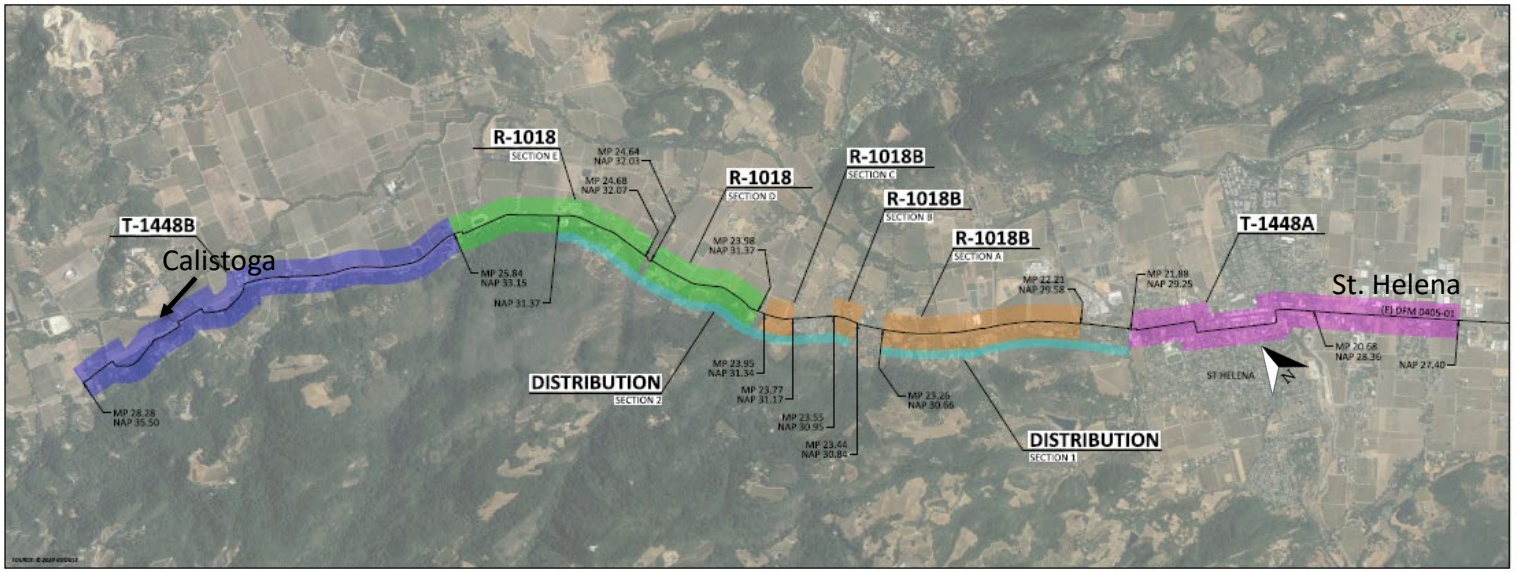
_____
Paul Jamison Dohring, Mayor
City of St. Helena

# Napa Bundle Northern Corridor Gas Pipeline Maintenance Program Project Update 2023



**St. Helena to Calistoga**
**State Route 29 | Napa County | Post Miles 27.4-35.5**

# Napa to Calistoga Bundle- Overview Map




NAPA BUNDLE STRENGTH TEST & REPLACEMENT PROJECT MAP
DFM 0405-01 MP 20.68 - 28.28
ST HELENA HIGHWAY (ROUTE 29)

T = Testing
R= Replacement

# PG&E Gas Distribution & Transmission Pipeline Upgrade

- Project along 7 miles of gas pipeline between St. Helena and Calistoga
  - Transmission Line Replacement
  - Distribution System Installation

- Work will occur both within and adjacent to SR 29

- Continued coordination and NVTA projects.

- Purpose
  - Safety
  - Reliability
  - Meeting Capacity
  - Replace Vintage Pipe

# Project Work Hours – Permits

## CONSTRUCTION SCHEDULE January 2023– September 2023

- **Caltrans Permit**
  - Work Hours: 9 pm to 6 am Sunday Night to Friday Morning
  - Day time work and traffic control limited to shoulder closers.
  - Mitchel Lane close between Oak and Main St. –Nighttime
  - Sidewalk between Sunshine Market and Mitchel closed 24 hr. per day.
  - Moratorium on work 1 day before, during and 1 day after holiday periods.
  - Shut down during Bottle Rock
  - CEQA Requirements

- **City of St. Helena Encroachment Permit.**
- **City of St. Helena Noise Permit.**
- **City of St. Helena Discharge Permit. Fountain Street**
- **County of Napa Encroachment Permit.**

# Napa Bundle Northern Corridor Gas Pipeline Maintenance Program Update

## Project Status

### Strength Tests

- T-1448A (St Helena):
  - Test postponed to 2026
  - New distribution pipe installed beneath Sulphur Creek –In service
  - New Transmission pipe installed beneath Sulphur Creek – not in service

- T-1448B – Madrigal Winery to Dunaweal Ln.
  - Complete

- **Replacement Projects (R-1018/R-1018B/Distribution service work)**
  - 40,000 feet of distribution main and transmission main installed
  - Mains are not in service
  - 70% of Service work completed

# T-1448A Strength Test Update 2023 – Saint Helena

**February 2023- September 2023**

- **2023 Project Activities:**
  - Place the transmission pipe in service .
  - Retire existing pipe
  - Remove pipe from bridge
  - All excavation between Gotts and Sunshine Market on Hwy 29 and Mitchell Drive



# R-1018B and R-1018 Pipeline Replacement/Installation

**January 2023 to August 2023**

- **Location**: Install pipeline adjacent to and/or within SR 29
  - R-1018B: Pratt Ave to Ehlers Lane
  - R-1018: Ehlers Lane to Larkmead Lane

- **2023 Project Activities:**
  - Complete distribution service work
  - Transfer customers to new distribution main
  - Place into service new transmission and distribution mains
  - Clean and abandon existing transmission lines.

# 2023 Pipeline Replacement – Work Areas

## Main Work Areas – Lane Closure (Night work)

- Pratt Ave
- North End of Elm Tunnel
- Bird Hill Lane
- Ehlers Lane
- Mill Creek Bridge
- Big Tree Road

## Work Areas – Day Time Shoulder Closures

- Coordinated between Caltrans and NVTA Bike Trail
- Individual locations for distribution service connections

# Temporary Gas Supply During Transition to New Pipe

- Transition Customer Services : typically less than 30 minutes. May occur where:
    - Gas meter replaced
    - Safety issues within the customer owned gas system
    - Portable Gas tanks

- When placing the new  transmission pipe in service liquefied natural gas (LNG) will be injected into the pipeline system at Dunaweal Lane.



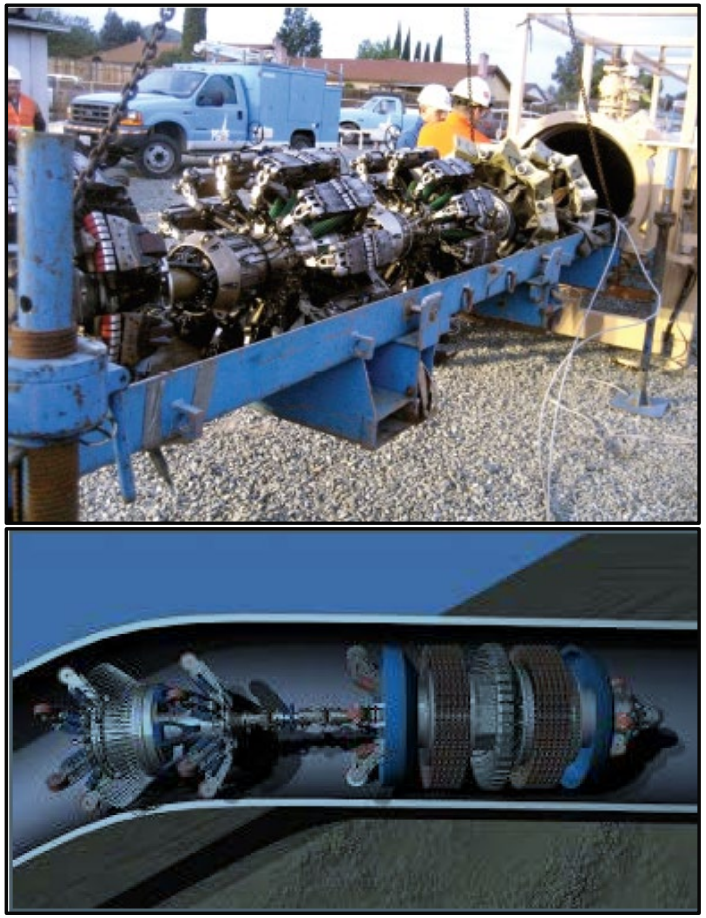
*PG&E Napa Bundle Northern Corridor Gas Pipeline Maintenance Program*

# PG&E
# DFM 0405-01 In-Line-Inspection (ILI) Pigging Operations
# Napa County

# ILI Pigging Operations

## Background

- What is in-line (interior) inspection?
- Safety element – why is it necessary?
- Why is an in-line inspection tool referred to as a “pig”?



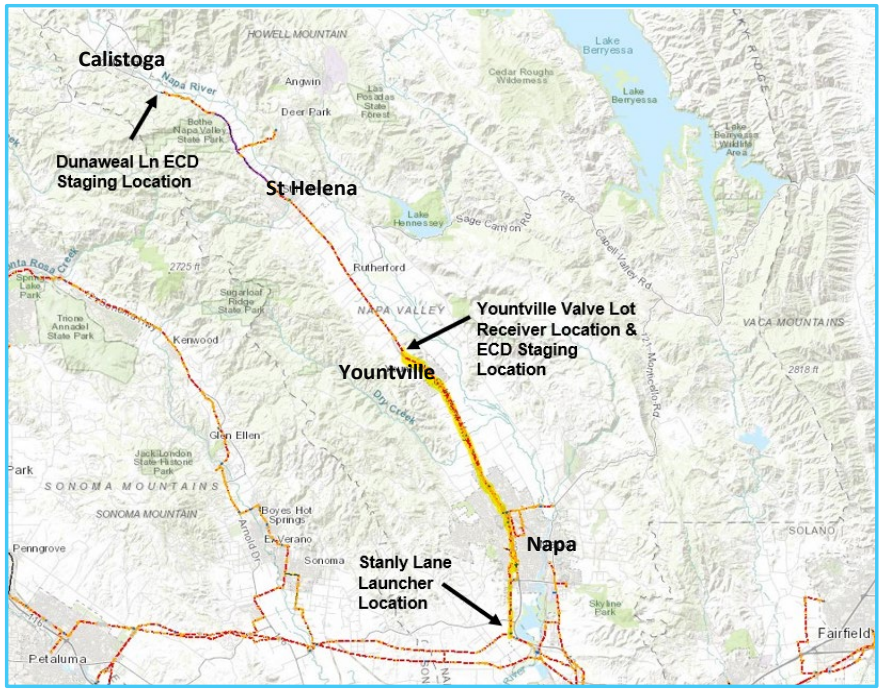
In-line inspection tool

# I-589 DFM 0405-01 ILI Napa to Yountville

## DFM 0405-01 Traditional In-Line-Inspection

## Napa to Yountville

- Scope
  - Traditional ILI on approximately 13-miles of 8” and 10” pipeline.
  - Project Compliance due date is 12/31/2023
  - Run 8”x10” Smart Pigs / ILI Tools
  - Permanent Launcher (Stanly Ln Station) to Permanent Receiver (Yountville Valve Lot)
  - Enclosed Combustion Devices (ECDs) will be hooked up at receiver as well as downstream of the receiver to artificially create demand needed to pull the pigs during inspection

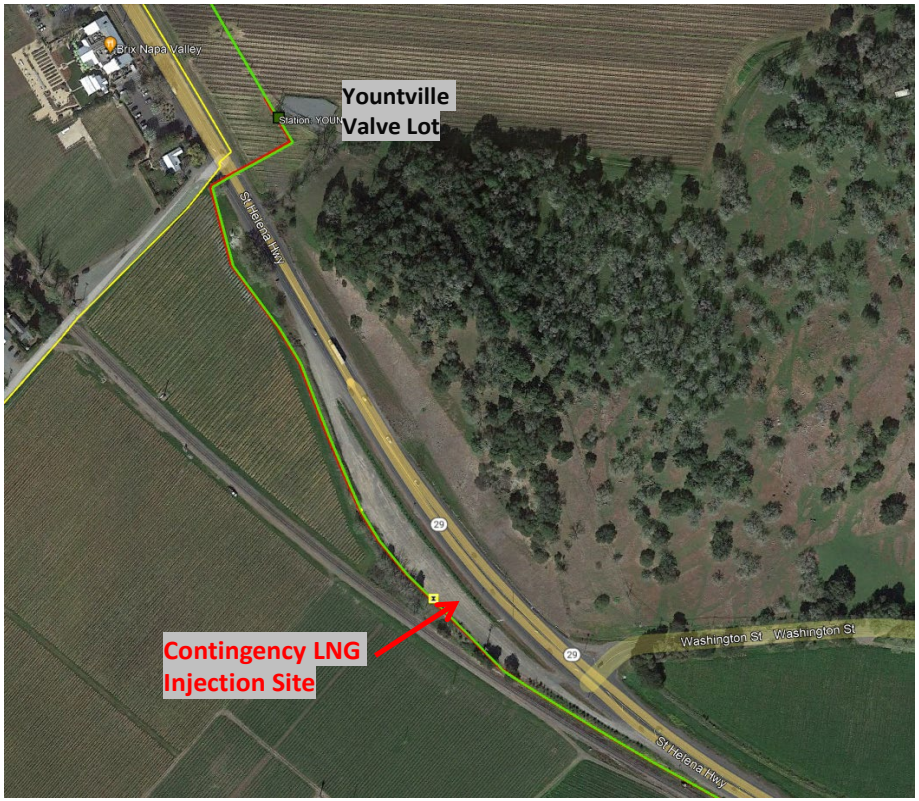



- Schedule
  - Construction Mob – January 2023
  - ECD Delivery – April 2023
  - ILI Inspection/Tool Run – Beginning of May 2023
  - Construction Demob – Beginning of June 2023

# I-589 DFM 0405-01 ILI Napa to Yountville

## Customer Reliability Contingency Plan

- During the ILI:
  - Customers between Napa & Yountville will be back fed from another pipeline or temporarily fed with CNG
  - Pressures and flows will be monitored upstream and downstream of the tools
- In the event of a stuck tool:
  - Contingency LNG will be staged in Yountville at Caltrans turn out ready to inject/feed customers downstream
  - Pipeline section will be safely isolated to remove stuck tool






Confidential

# Enclosed Combustion Devices (ECDs)

## What is an Enclosed Combustion Device?

- PG&E currently used 2 types of combustor units
- *Questor*'s Thermal Oxidizers: Oxidizes hazardous gases at a high temperature and releases benign by-products into atmosphere
- *TCI*'s ECD units: Efficient waste gas combustion solution (flameless, however considered enclosed flare)



3 Questor units– To be staged at Yountville Valve Lot

## Why use ECDs?

- To increase pipeline flow that would otherwise be insufficient to pull a pig
- The flow control device on ECD manifold allows for optimal pig velocity

## When will the ECDs be operating?

- ECD Delivery/Testing – April 2023
- Inspection – Beginning of May 2023 (Daytime hours)



4 TCI Dual Stack Trailers – To be staged at Dunaweal Ln

Confidential

# Previous ILI Project in Auburn (July 2022) – Similar ECD set up to Dunaweal Ln



# Meeting with Napa Emergency Officials

## Presentation with Napa Emergency Officials on 12/01/2022

- Attendees included:
  - PG&E ILI Project Team – PM, Engineer, and ECD subject matter expert
  - PG&E Public Safety Specialist & Government Relations
  - Cal FIRE, Napa County OES, Napa County Fire Chiefs, and local CHP
- During the meeting, the following topics were discussed/requested:
  - ECD Preparation & Fire Mitigation Plan
  - Transportation of ECD equipment in and out of Napa County
  - Social media notifications (including Cal FIRE Facebook)
  - Public notifications (including signage along Hwy 29 in Yountville & Calistoga)



Confidential

# Thank You!

- Q&A
- Discussion



# Appendix - Reference

## ECD Preparation & Fire Mitigation Plan

- Start with PG&E Wildfire Mitigation Standard (TD-1464S)
- Local air district permitting coordination
- Communicate to all local agencies including CalFire, Napa County OES, CHP, as well as city/county fire departments
- Staging site(s) must be cleared to bare mineral soil with safety/buffer zone set around each ECD
- Dedicated fire watch by internal Safety and Infrastructure Protection Team (SIPT)
- Water sources should be staged around entire site including 4,000-gallon water tender and operational Fire Engine(s)
- No operation on Fire Potential Index ratings of R5 or higher
- No operation on Red Flag Warning or sustained winds above 15mph





# Appendix - Reference

## Public Outreach

- On going since 2019
- Media Outreach
- Door Hangers
- Letters
- Individual Business Contacts
- Robo calls
- Changeable Message Boards (along Hwy 29)
- Project Signage Boards (at ECD sites)
- Project Web Page



Confidential

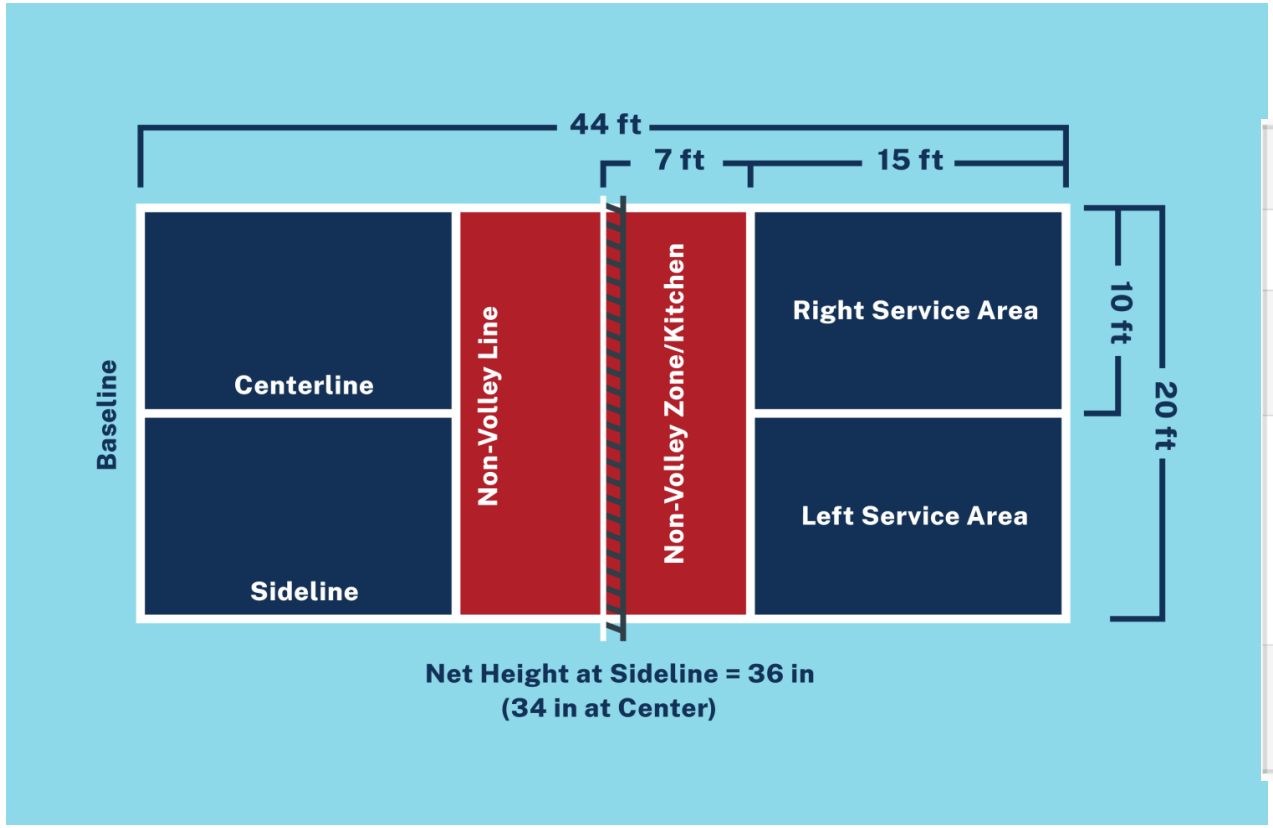
# Proposed Pickleball Court Conversion

St. Helena City Council: March 14, 2023

# What is Pickleball?

- Pickleball is a racquet sport played on a court similar in size to a badminton court
- Fast growing sport with increasing participation rates all over the country
- Easy to learn, multi-generational, and appeals to various experience levels
- Neighboring communities have built courts – No public courts currently in St. Helena






| | Pickleball | Tennis |
|---|---|---|
| **Court Size** | 20’ wide, 44’ long | 60’ wide, 120’ long |
| **Netting** | 34” tall in the center of the net | 36” tall |
| **Singles and Doubles Court Size** | 20’ wide, 44’ long | Singles court size: 78’X27’<br>Doubles court size: 78’X36’ |
| **No Volley-Zone** | 7-foot no-volley zone extended from the net | None |

# Pickleball

*Background*

- Parks & Recreation Commission began conversations in October 2020
- Community survey launched in summer 2021
- Ad-hoc subcommittee established; Goal in 2022 – "Recommend a path forward to develop pickleball courts in St. Helena"
- Conversations with pickleball advocates and members of the tennis community underway since late summer/early fall 2022
- Parks & Recreation Commission Discussions: January 17 & February 21

# Pickleball

- **Option A – Build new dedicated pickleball facilities**
  - Dedicated space
  - No impact to existing tennis court use
  - Highest cost, longest time to deliver



- **Option B – Convert an existing tennis court into pickleball courts**
  - Creates dedicated space
  - Loss of one public tennis court
  - Increased activity adjacent to existing tennis courts
  - Short time to deliver
  - Could be converted back to tennis court if dedicated facility built in the future



# Pickleball

- **Option C – Resurface underutilized asphalt patch**
  - Dedicated space
  - No impact to existing tennis court use
  - Current condition would require extensive resurfacing
  - Footprint: Only provides enough space for a single pickleball court



- **Option D – Dual stripe existing tennis court(s)**
  - Shared court space
  - Different net heights
  - Inexpensive and quick project to deliver
  - Overlapping lines and shared court space is a concern for players of both sports



# Pickleball

*Comments Received in Support of Pickleball*

- No existing courts in St. Helena
- Community and personal benefits
  - Physical, mental, social health
  - Age-friendly activity
  - Players of varying skill levels can play simultaneously
- Easy sport to learn and minimal equipment required
- Single tennis court footprint can accommodate up to four pickleball courts and 16 players at a time
- Saint Helena Pickleball Club has over 50 members who would like a local place to play
- Opportunity to add recreation programs specifically for pickleball or combined with other racquets sports
- Increased community use of courts and the park

# Pickleball

*Impact to Tennis and Neighboring Community*

- Understanding of the sports' increased growth and the need for players to have a space
- General preference is for a dedicated facility in another location
- Concern for noise
- Increased hours of activity on courts
- If approved, preference is for a dedicated court rather than shared court use
- One less tennis court available for play
- Tennis leagues require a maximum of five courts on match days; currently using four courts
- Request for a public calendar of activity on courts


Court 6
Court 1
S Crane Ave
S Crane Ave

# Recommendation and Next Steps

- **Option B – Convert Court #6 at Crane Park into four pickleball courts**
- Project estimate:$35,000
  - Parks and Recreation Department 22-23 budget
- Two-week project delivery
- Estimated installation – Spring/Summer 2023
  - Weather dependent
- Coordinating project delivery with existing activities



# Pilot Period

- Staff recommends a pilot period to better evaluate any potential impacts and/or modifications needed to support pickleball and tennis players, Crane Park users, and adjacent neighbors.

- Staff will report back to Parks and Recreation Commission six months after completion of project.



# Questions & Comments

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **CONSENT ITEMS**

**Subject:** **Consideration and proposed approval of a resolution accepting bids and awarding contracts to the lowest responsible bidders for furnishing chemicals for water and wastewater treatment for Fiscal Year 2022/2023 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City.**

**CEQA Determination:** **Not a CEQA project**

**Prepared By:** Ian Dale, Environmental Services Tech

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

**Approved By:** April Mitts, Assistant City Manager

---

## BACKGROUND

Bulk quantities of chemicals are used in a number of different processes to treat water at the Louis Stralla Water Treatment Plant and wastewater at the City's Wastewater Treatment Plant. It has been the City's practice to purchase these chemicals throughout the fiscal year and to establish guaranteed prices for chemical deliveries for the entire year. Water and wastewater treatment chemicals include coagulants used to remove solids; Sodium Hypochlorite as a filter aid, oxidizer, and disinfectant; Sodium Hydroxide for pH adjustment; and non-ionic polymer as a coagulant and filter aid. The purpose of this action is to provide single contracts at one or both facilities for chemical deliveries for FY 2022/2023 for each vendor that provides the lowest unit cost.

## DISCUSSION

The City of St. Helena is a member of the North Bay Agency Chemical Pool (NBACP) along with 14 other public agencies. The NBACP endeavors to obtain the best available pricing through joint purchasing. In accordance with City of St. Helena Municipal Code Section 3.04.150, bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain

through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. Cooperative purchases must be competitively awarded, and documentation as to the advantage of the cooperative purchase retained. By combining the quantities of chemicals needed by the purchasing consortium, the City benefits from the economies of scale and receives lower bid prices compared to if the City bid its chemical needs alone.

A Bid Summary, which lists the bidders and bids for each primary chemical, as well as the NBACP's Recommendation for Chemical Purchase, is attached (Attachment 2). At the bottom of the bid summary is a historical pricing chart for each chemical over the last 10 years. Review of the summary illustrates that over time, some costs have increased.

After review of the bids, including the NBACP recommendations, it is recommended that the Council award bids to the following lowest responsible bidders for the chemicals listed and the prices indicated:

| Apparent Low Bidder | Item | Unit Cost |
|---|---|---|
| Olin Corporation | Sodium Hypochlorite (NaOCl) (12.5%) (short load) | $1.80/gallon |
| Olin Corporation | Sodium Hypochlorite (NaOCl) (12.5%) (full load) | $1.62/gallon |
| Olin Corporation | Sodium Hydroxide (NaOH) (25%) (Short load) | $1,319.67/dry ton |
| Chemtrade Chemicals US | Aluminum Sulfate, (35-48%)(full load) | $386.00/dry ton |
| | | |

The table below, summarizes the anticipated FY 2022/2023 quantities and costs for bid chemicals, by vendor. The total amount for water treatment is $50,496.70 and for wastewater treatment is $45,000. Historical chemical prices are shown in the chemical bid summary in Attachment 2.

**Chemical costs and estimated quantities**

| Vendor Name | Chemical Name | Estimated Quantity | FY 22/23 Pricing | FY 22/23 Expense | Taxed |
|---|---|---|---|---|---|
| Olin Corporation | Sodium Hypochlorite LSWTP & SBW | 10,000 gallons | $1.80/gallon | $18,000.00 | no |
| Olin Corporation | Sodium Hypochlorite WWTP | 25,000 gallons | $1.80/gallon | $45,000.00 | yes |

| | | | | | |
|---|---|---|---|---|---|
| Olin Corporation | Sodium Hydroxide 25% LSWTP | 10.0 tons | $1,319.67/dry ton | $13,196.70 | no |
| Chemtrade Chemicals US, LLC | Aluminum Sulfate LSWTP | 50.0 tons | $386.00/dry ton | $19,300.00 | no |
| | | | | | |
| *Total Water Treatment Estimated Costs* | | | | *$50,496.70* | no |
| *Total Wastewater Treatment Estimated Costs* | | | | *$45,000* | yes |

**FISCAL IMPACT**

The FY 2022/2023 Louis Stralla Water Treatment Plant process chemical budget (561-5034-2235) is $75,000. The FY 2022/2023 Waste Water Treatment Plant process chemical budget (571-5029-2235) is $70,000. The chemical costs are within the operating budgets.

**RECOMMENDED ACTION**

Adopt the attached resolution.

**ATTACHMENTS**

Attachment 1 - Resolution NBACP FY 2023
Attachment 2 - NBACP Final BID Tabulation FY 2022-2023'

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Resolution accepting bids and awarding contracts to the lowest responsible bidders for furnishing chemicals for water and wastewater treatment for Fiscal Year 2022/2023 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City.**

**A. The City of St. Helena uses bulk chemicals in its operation of the Louis Stralla Water Treatment Plant and the Waste Water Treatment and Reclamation Plant; and**

**B. The City of St. Helena joined the North Bay Agency Chemical Pool (NBACP) in 2006 to obtain lowest possible pricing through joint purchasing; and**

**C. A Bid Summary, which lists the bidders and bids for each primary chemical, as well as the NBACP's Recommendation for Chemical Purchase, is attached; and**

**D. As a member of NBACP, the City of St. Helena is entitled to purchase bulk chemicals from the NBACP's low bidders at the bid price stated; and**

**E. The bulk chemical purchases contemplated by this resolution are exempt from other competitive bid requirements of the St. Helena Municipal Code Chapter 3.04.1 pursuant to City of St. Helena Municipal Code Section 3.04.150, "Cooperative purchasing with other agencies"; and**

**F. The City benefits from participating in the cooperative purchase because it takes advantage of lower bid prices due to the economies of scale in bidding larger quantities of chemicals for all thirteen agencies that cooperate in the purchasing consortium.**

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

1. The bids for chemicals listed above are hereby accepted;

2. Purchase Orders are awarded to the following vendors for the bulk chemicals listed below, in conformance with the NBACP lowest responsive bids, conditioned on timely execution by each vendor of the Standard Agreement contained in the NBACP Chemical Requirements for 2018/19 bid package ("Standard Agreement") and submission of all required documents:

3. The City Manager is authorized to execute the necessary agreements or purchase orders on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on March, 14th, 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 Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

# *NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS*

| CHEMICAL VENDOR | ALUM | ACID ALUM | 50% NaOH | 50% NaOH | 25% NaOH | 25% NaOH | LOX | $CO_2$ | LIQUID $Cl_2$ (GAS) | | 12.5% NaOCl | | FERRIC | SODIUM BISULFITE | FLUORIDE | | Orthopolyphosphate | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | *(Dry Ton)* | *(Dry Ton)* | *(Dry ton)* | *(Dry ton)* | *(Dry Ton)* | *(Dry Ton)* | *(CCF)* | *lb* | *(1-ton Cylinder)* | | *(gallon)* | *(gallon)* | *(Dry Ton)* | *(gallon)* | *(Dry Ton)* | *(adjusted)* | *(gallon)* | *(gallon)* | *(gallon)* |
| | Full | Full | Full | Short | Full | Short | 100% | 100% | Full | Short | Full | Short | Full | Full | 100% | 24% | Full | short | tote |
| Brenntag Pacific, Inc. | | | $920.00 | 1024* | $1,105.00 | 1310* | | | | | | | | | | | $1.18 | $1.65 | $16.00 |
| Carus LLC. | | | | | | | | | | | | | | | | | $1.26 | $1.42 | $18.17 |
| Chemtrade Chem | $386.00 | $550.00 | | | | | | | | | | | | | | | | | |
| Kemira | | | | | | | | | | | | | $1,378.00 | | | | | | |
| Linde Inc. | | | | | | | $1.15 | $0.14 | | | | | | | | | | | |
| Olin Corporation | | | $936.33 | $1,086.33 | $1,044.67 | $1,319.67 | | | | | $1.62 | $1.80 | | | | | | | |
| Pencco, Inc. | | | | | | | | | | | | | $1,195.00 | | $2,333.33 | $560.00 | | | |
| Sterling Water Tech | | | | | | | | | | | | | | | | | $0.99 | $1.09 | $13.56 |
| Thatcher Company | $386.52 | $649.00 | | | | | | | $1,800.00 | | | | | | $2,783.33 | $668.00 | | | |
| Univar Solutions | | | $742.12 | $1,617.50 | $885.70 | $2,296.00 | | | | | $2.45 | $2.72 | | $1.795 | | | | | |
| **FISCAL YEAR** | | | | | | | | | | | | | | | | | | | |
| FY 22-23 | *$386.00* | *$550.00* | *$742.12* | *$1,086.33* | *$885.70* | *$1,319.67* | *$1.15* | *$0.14* | *$1,800.00* | | *$1.62* | *$1.80* | *$1,195.00* | *$1.795* | *$2,333.33* | *$560.00* | $0.99 | $1.09 | $13.56 |
| FY 21-22 | *$266.00* | *$450.00* | *$402.99* | | *$499.90* | | *$1.05* | *$0.09* | | *$1,185.00* | *$0.69* | *$0.8027* | *$900.00* | *$1.12* | *$2,226.09* | *$534.26* | $0.4488 | $0.4491 | $27.0545 |
| FY 20-21 | $285.00 | $375.00 | $443.00 | | $567.00 | | $1.00 | $0.07 | | $1,140.00 | $0.70 | $0.82 | $810.00 | $1.09 | $1,604.35 | $385.04 | $5.50 | $5.75 | $6.50 |
| FY 19-20 | $255.00 | $297.70 | $674.60 | | $762.55 | | $756.00 | $0.26 | $0.00 | $850.00 | $0.65 | $0.65 | $1.05 | $1,352.17 | $325.50 | | | $0.05 | |
| *FY 18-19* | $255.00 | $297.70 | $674.60 | | $762.55 | | $0.26 | $0.0506 | $0.00 | $850.00 | $0.65 | $0.65 | $756.00 | $1.05 | $1,352.17 | $325.50 | | | |
| *FY 17-18* | $232.00 | $257.00 | $538.22 | | $630.88 | | $0.28 | $98.32 | $0.00 | $800.00 | $0.53 | $0.59 | $500.00 | $1.03 | $1,421.74 | $341.22 | | | |
| *FY 16-17* | $229.00 | $229.00 | $395.00 | | $444.06 | | $0.27 | | $615.00 | $645.00 | $0.47 | $0.57 | $438.78 | $0.94 | $1,661.00 | $398.64 | | | |
| *FY 15-16* | $204.00 | $204.00 | $399.13 | | $463.26 | | $0.28 | | $459.00 | $462.00 | $0.50 | $0.57 | $493.70 | $0.89 | $1,789.83 | $429.56 | | | |
| *FY 14-15* | $184.00 | $184.00 | $445.00 | | $483.80 | | $0.27 | | $519.00 | $555.00 | $0.51 | $0.58 | $517.00 | $0.91 | $2,065.21 | $495.65 | | | |
| *FY 13-14* | $277.60 | $277.60 | $452.00 | | $479.00 | | $0.24 | | $565.00 | $540.00 | $0.62 | $0.50 | $597.00 | $0.75 | $2,480.39 | $595.29 | | | |
| *FY 12-13* | $398.00 | $398.00 | $475.00 | | $505.00 | | $0.21 | | $565.00 | $540.00 | $0.58 | $0.48 | No Bid | $0.75 | $2,550.00 | $612.00 | | | |

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **CONSENT ITEMS**

**Subject:** **Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Napa County Resource Conservation District, in an amount not-to-exceed $75,250 for York Creek Project Year 3 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.**

**CEQA Determination:** **Environmental Impact Report (SCH. No. 2006092096)**

**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

On October 16, 2018, the City and Napa County Resource Conservation District (Consultant) entered into a Professional Services Agreement (PSA) STH Contract: FY 2019-036 to provide professional services for the development of a Mitigation and Monitoring Plan (MMP) to address and offset environmental effects of the dam removal work on York Creek. Work performed under the PSA includes: support the City with input on and technical review of the MMP, participate in meetings with permitting agencies and the City's consultants, and conduct preliminary and/or pre-construction monitoring surveys as needed.

On June 23, 2020, the City of St. Helena entered into a Construction Agreement with McCullough Construction, Inc. STH Contract: FY 2020-75 on W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project. Construction commenced on June 29, 2020 and was then substantially completed and inspected on September 24, 2020. The Project involved the partial removal of the Upper York Creek Dam with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (Oncorhynchus mykiss), reduce potential for future downstream

degradation through low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest. As part of the permitting process, the City is required to develop a Mitigation and Monitoring Plan (MMP) to assess and offset the environmental effects of the dam removal work.

On September 8, 2020, the City and Napa County Resource Conservation District (Consultant) entered into a Professional Services Agreement (PSA) STH Contract: FY 2021-023 to provide professional services for York Creek Project Year 1 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

On November 23, 2021, the City and Napa County Resource Conservation District (Consultant) entered into a Professional Services Agreement (PSA) STH Contract: FY 2022-041 to provide professional services for York Creek Project Year 2 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

**DISCUSSION**

The City requires a range of environmental services during post-construction phases of the project in order to successfully execute the project and comply with the requirements of the funding agencies. The Napa County Resource Conservation District (Consultant) has extensive knowledge of the York Creek watershed and a history of assessment and monitoring efforts in York Creek and throughout the greater Napa River Basin. All tasks will be executed according to the requirements outlined in the approved Geomorphic and Restoration Monitoring and Adaptive Management Plan for the Upper York Creek Ecosystem Restoration Project.

Napa County RCD will perform all tasks (Attachment 2) in coordination with City staff as well as with project managing consultant EKI Environment & Water, Inc. Napa County RCD shall perform the following monitoring tasks:

- Project management – Coordination of monitoring activities and attendance of meetings with City of St Helena and consultants, permitting agencies, and landowners.
- Channel Cross Section Surveys – Work to be completed in the late spring/summer, after the rainy season but prior to report submittal for inclusion in the annual report. RCD anticipates surveying all 50 sections following a wet year, and a select subset following a dry year.
- Post-storm reconnaissance surveys/Photo-monitoring – Visual inspection of streambed and banks, log structures, and bridges in Reaches 1-5 following a 2 year magnitude storm or greater. Will be performed concurrently with photo monitoring as applicable. Includes up to two events in Year 2.
- Turbidity Monitoring – Four previously-established sites located along the creek will be visited four times following each event, at approximate 2-3 day intervals.

- Steelhead Spawner Surveys – Up to four spawner surveys, dependent on flow conditions.
- Vegetation Monitoring – RCD subcontract with professional vegetation ecologist/botanist, and assist as necessary. Vegetation surveys will be conducted within Reaches 3 and 4 and will include visual surveys to assess: 1) natural revegetation of the streambanks, 2) progress of the growth of planted trees and willow stakes, and 3) success of invasive plant removal efforts.
- Annual Report - Prepare and submit an annual monitoring report documenting the methods and results of monitoring activities completed during the previous year.

**FISCAL IMPACT**

The City's adopted FY 2022-23 Operations Budget allocated $105,000 for Upper York Creek Dam Monitoring & Maintenance. The Professional Services Agreement with Napa County Resources Conservation District for York Creek Project Year 3 Monitoring Service is for an amount not-to-exceed of $75,250.

**RECOMMENDED ACTION**

Staff Recommends City Council Adopt the attached Resolution.

**ATTACHMENTS**

Attachment 1 - Resolution
Attachment 2 - PSA Napa County Resource Conservation District Upper York Creek Yr. 3 Monitoring

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Resolution authorizing the City Manager to Execute a Professional Services Agreement with Napa County Resource Conservation District, in an Amount not-to-exceed $75,250 for York Creek Project Year 3 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.**

### RECITALS

A. On October 16, 2018, the City and Napa Resource Conservation District (Consultant) entered into the Agreement for Consultant to provide professional services for the development of a Mitigation and Monitoring Plan (MMP) for W-26 Upper York Creek Ecosystem Restoration; and

B. As part of the permitting process, the City is required to develop a Mitigation and Monitoring Plan (MMP) to assess and offset the environmental effects of the dam removal work; and

C. The City of St. Helena began the W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement project on June 29, 2020, and notice of completion was filed following the January 12, 2021 City Council meeting; and

D. The Napa County Resource Conservation District has extensive knowledge of the York Creek watershed and a history of assessment and monitoring efforts in York Creek and throughout the greater Napa River basin; and

E. Napa County Resource Conservation District will perform all tasks in coordination with City staff as well as with project managing consultant EKI Environment & Water, Inc.; and

F. Funds for York Creek Project Year 3 Monitoring Services are available and included in adopted FY 2022-23 Operations Budget for Upper York Creek Dam Monitoring & Maintenance.

### RESOLUTION

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

1. Authorizing the City Manager to Execute a Professional Services Agreement with Napa County Resource Conservation District, in an Amount not-to-exceed $75,250 for York Creek Project Year 3 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

Approved at a Regular Meeting of the St. Helena City Council on March 14, 2023, by the following vote:

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

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulous, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES**

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 Napa County Resource Conservation District (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Upper York Creek Project Year 3 Monitoring.

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

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

**SECTION 1 – BASIC SERVICES**

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

**SECTION 2 – ADDITIONAL SERVICES**

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

**SECTION 3 – TIME FOR COMPLETION**

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

**SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $75,250.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

**SECTION 5 – STANDARD OF PERFORMANCE**

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

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

**SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

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

City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

**SECTION 7 – INSURANCE REQUIRED**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8 – INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

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

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

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

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its

employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

**SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

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

**SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

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

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have

the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

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

**SECTION 13 – SUSPENSION OF WORK**

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

**SECTION 14 – COMPLIANCE WITH LAW**

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

**SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

**SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS**

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

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

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

**SECTION 17 – AUDIT AND INSPECTION OF RECORDS**

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

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

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

**SECTION 18 – LIMITATION OF LIABILITY**

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

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

**SECTION 19 – COOPERATION BY CITY**

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

**SECTION 20 – NOTICES**

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

To City: City Manager
City of St. Helena
1088 College Avenue
St. Helena, California 94574

To Consultant: Lucas Patzek
District Manager
1303 Jefferson Street, Suite 500B
Napa, California 94559

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

**SECTION 21 – TERMINATION**

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

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

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

**SECTION 22 – ATTORNEYS' FEES**

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

**SECTION 23 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between

Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 24 – SUCCESSORS AND ASSIGNS**

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

**SECTION 25 – CONTINUITY OF PERSONNEL**

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

**SECTION 26 – DEFAULT**

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

**SECTION 27 – WAIVER**

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

**SECTION 28 – LAW TO GOVERN; VENUE**

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

**SECTION 29 – SEVERABILITY**

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

**SECTION 30 – THIRD PARTY BENEFICIARIES**

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

**SECTION 31 – STATUTES OF LIMITATION**

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

**SECTION 32 – SPECIAL PROVISIONS**

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

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

| Consultant: | City: |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Anil Comelo |
| Title:_____ | Title: City Manager |

Approved as to Form:

| | |
|---|---|
| By: _____ | By: _____ |
| Name: | Name: Ethan Walsh |
| Title: Consultant Attorney | Title: City Attorney |

**Exhibit A**
**"Scope of Services"**

## I. Work to be Performed

Consultant shall perform the following monitoring tasks. All tasks will be executed according to the requirements outlined in the approved Geomorphic and Restoration Monitoring and Adaptive Management Plan for the Upper York Creek Ecosystem Restoration Project. Consultant will perform all tasks in coordination with City staff as well as with project managing consultant EKI Environment & Water, Inc.

| Task | Cost | Description |
|---|---|---|
| Project management | $4,750 | Coordination of monitoring activities with City staff and consultants, permitting agencies, and landowners. Invoicing and administration of agreement. |
| Post-storm reconnaissance survey | $11,850 | Visual inspection of streambed and banks, log structures, and bridges in Reaches 1-5 following a 2yr magnitude storm or greater. Includes $10K RCD subcontract with professional geomorphologist if channel conditions require. |
| Thalweg surveying | $7,950 | Longitudinal channel survey of the York Creek thalweg through Reaches 3 and 4. Thalweg surveying is required only if a 2yr magnitude storm or greater occurred during the previous winter flow season. Such a storm occurred at the start of Year 2 on 10/24/2021, and therefore a thalweg survey will be scheduled for Year 3 and should take place in Oct 2022, when water levels are at their lowest and vegetation is most bare. |
| Cross-section surveying | $14,800 | Re-occupation and surveying of 50 previously-monumented York Creek channel cross sections. Required to be conducted annually in Years 1-3, and after large storm events thereafter. Work to take place in the summer or fall when water levels are low, and will be scheduled for the period of Jul-Sep 2023. |
| Photo-monitoring | $3,050 | Photo-monitoring at up to 56 established photo-points in York Creek channel including bridges, log structures, and graded areas. Required to be conducted annually for Years 1-5, and again in Years 7 and 10. |
| Turbidity monitoring | $0 | Post-storm water turbidity monitoring was conducted during Years 1 and 2 following 3 winter storms, including one large storm event. Based on the results, we expect turbidity monitoring to be complete. |
| Steelhead spawner surveys | $8,300 | Surveys of Reaches 3, 4, and 5, to identify evidence of steelhead spawning activity in Upper York Creek. Up to four surveys per year will be conducted, dependent on flow conditions. |

| | | |
|---|---|---|
| Vegetation surveys | $20,000 | RCD subcontract with professional vegetation ecologist/botanist, and assist as necessary. Vegetation surveys are required annually and will be conducted within Reaches 3 and 4 and will include visual surveys to assess: 1) natural revegetation of the streambanks, 2) progress of the growth of planted trees and willow stakes, and 3) success of invasive plant removal efforts. |
| Annual report | $4,550 | Prepare and submit an annual monitoring report documenting the methods and results of monitoring activities completed during the previous year. |
| **Total** | **$75,250** | |

## II. Estimated Schedule

| Task | 2022-23 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| Project management | | | | | | | | | | | | |
| Post-storm reconnaissance surveys | | | | | | | | | | | | |
| Thalweg surveying | | | | | | | | | | | | |
| Cross-section surveying | | | | | | | | | | | | |
| Photo monitoring | | | | | | | | | | | | |
| Turbidity monitoring | | | | | | | | | | | | |
| Steelhead spawner surveys | | | | | | | | | | | | |
| Vegetation surveys | | | | | | | | | | | | |
| Annual report | | | | | | | | | | | | |

Work will be completed by September 30, 2023.

**Exhibit B**
**"Compensation"**

## I. Budget

The total payment for services and expenses under this Agreement shall not exceed $75,250.00. The presented task budgets are only an estimate, as funding may be allocated differently by tasks depending on the project needs. Expenses include auto mileage, daily equipment usage fees, and subcontracts with specialists (e.g., geomorphologist, botanist).

| Task | Cost |
|---|---|
| Project management | $4,750 |
| Post-storm reconnaissance survey | $11,850 |
| Thalweg surveying | $7,950 |
| Cross-section surveying | $14,800 |
| Photo-monitoring | $3,050 |
| Turbidity monitoring | $0 |
| Steelhead spawner surveys | $8,300 |
| Vegetation surveys | $20,000 |
| Annual report | $4,550 |
| **Total** | **$75,250** |

## II. Compensation

Consultant shall invoice the City each month, and the City shall compensate Consultant for the services outlined in Exhibit "A," in accordance with the following hourly rates for the Consultant employees whose positions are noted:

| Position Title | Hourly Rate |
|---|---|
| Coordinator | $61.87 |
| Conservation Project Manager | $86.41 |
| Forestry Program Manager II | $89.67 |
| Environmental Scientist II | $91.30 |
| Office Manager II | $96.45 |
| Principal Program Manager, Forestry | $107.14 |
| Environmental Scientist III | $113.60 |
| Program Director | $115.75 |
| Conservation Program Manager | $119.24 |
| Executive Director | $119.73 |

Consultant adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. On July 1, 2023, or whenever there is any other change to any of these rates or

when new positions are added, Consultant will notify City immediately, and with the approval of the City Manager, or their designee, which shall not unreasonably be withheld, Consultant may implement such adjusted rates. In any case, Consultant must still adhere to the budget limitations under "BUDGET" above.

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **CONSENT ITEMS**

**Subject:** **Adoption of a Resolution Opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.**

**CEQA Determination:** **Not a CEQA project**

**Prepared By:** April Mitts, Assistant City Manager

**Reviewed By:** Anil Comelo, City Manager

**Approved By:** Anil Comelo, City Manager

---

**BACKGROUND**

On Jan. 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1. On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

**Fees and Taxes**

Local governments levy a variety of fees and other charges to provide core public services. Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, Cal Cities estimates the amount of local government fee and charge revenue at risk is approximately $2 billion per year including those adopted since Jan. 1, 2022. Over ten years, $20 billion of local government fee and charge revenues will be at heightened legal peril.

Hundreds of local tax measures were approved in 2022 that likely do not comply with the provisions of the initiative. Nearly $2 billion of annual revenues from these voter-approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures, unless the tax is re-submitted for voter approval.

Reductions on local government tax revenues have impacts on core services and infrastructure including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention, and mental health services.

**Fines and Penalties**
Under existing law, cities are required to provide due process before imposing a penalty or fine for violation of its municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [Merco Construction Engineers v. Los Angeles Unified School District (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].

The initiative converts administratively-imposed fines and penalties into taxes unless a new, undefined, and ambiguous "adjudicatory due process" is followed. This provision may put at risk authority to impose fines and penalties for violations of state and local law.

**DISCUSSION**

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The proposed constitutional initiative is sponsored by the California Business Roundtable.

Full text of Ballot Initiative

**Major Provisions of the Taxpayer Protection and Government Accountability Act**

Fees and Charges:

- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.
- Requires fees and charges paid for the use of local and state government property and the amount paid to purchase or rent government property to be "reasonable." These fees and charges are currently allowed to be market-based. Whether the amount is "reasonable" (introducing a new legal standard aiming to force below market fee and charge amounts) must be proved by "clear and convincing evidence." The standard may significantly reduce the amount large companies (e.g., oil, utilities, gas, railroads, garbage/refuse, cable, and other corporations) will pay for the use of local public property.
- Prohibits fees on new development based on vehicle miles traveled.

Taxes:

- Taxes and fees adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.
- Invalidates Upland decision that allows a majority of local voters to pass special taxes. The measure specifies that taxes proposed by the initiative are subject to the same rules as taxes placed on the ballot by a city council.

- Expressly prohibits local advisory measures which allow local voters to express a preference for how local general tax dollars should be spent.
- Requires voter approval to expand existing taxes (e.g., Utility, Transient Occupancy) to new territory (e.g., annexations) or to expand the tax base (e.g., new utility service)
- New taxes can only be imposed for a specific time period.
- City charters may not be amended to include a tax or fee.
- All state taxes require majority voter approval.

Fines and Penalties:

- May require voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

**FISCAL IMPACT**

The Taxpayer Protection and Government Accountability Act will take billions of dollars away from local government services statewide. The direct impact to the City of St. Helena is unknown at this time.

**RECOMMENDED ACTION**

Staff recommends Council adopt a Resolution opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.

**ATTACHMENTS**

Resolution Opposing Initiative No 21-0042A1
FINAL-CBRT Fiscal Analysis (1-14-23)
Letter of Opposition City of St. Helena

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena Opposing Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act**

**WHEREAS**, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

**WHEREAS**, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

**WHEREAS**, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

**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 opposes Initiative 21-0042A1.

**SECTION 3.** The City of St. Helena will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

**SECTION 4.** We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

Approved at a Regular Meeting of the St. Helena City Council on March 14, 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 Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CaliforniaCityFinance.Com

Rev. January 14, 2023

# Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

- Over $20 billion of local government fee and charge revenues over 10 years placed at heightened ***legal peril***. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for drinking water, sewer sanitation, and public health and safety.
- About $2 billion of revenues each year from fees and charges adopted after January 1, 2021 ***subject to legal peril***.[1]
- Over $2 billion dollars of annual revenues from dozens of tax measures approved by voters between January 1, 2022 and the effective date of the act[2] subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations.
- Substantially higher legal and administrative cost of public infrastructure financing which will delay and deter new residential and commercial development.
- Service and infrastructure declines including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

## 1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
  - Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).[3]
  - Because the case law regarding citizen initiative special taxes approved by majority vote (Upland) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through the effective date of the Act should it pass would be void a year after the effective date of the initiative.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
  - This would require additional tax measures to extend previously approved taxes.
- A city charter may not be amended to impose, extend, or increase a tax might interfere with the ability of cities that do not already have such authority in their charters to adopt Property Transfer Taxes.
  - There are no more than a few of these every few years, but it is a valuable tax for those that adopt it.

[1] Assumes fee increases since January 1, 2022 would be subject to possible legal challenge if not adopted in compliance with the Initiative.

[2] The effective date of the initiative would be sometime in December 2024, the date the California Secretary of State certifies the election results of the November 5, 2024 election.

[3] Unlike the initiative 17-0050, this initiative **does not** eliminate that ability of cities and counties to adopt general taxes by majority voter approval.

2217 Isle Royale Lane • Davis, CA • 95616-6616
Phone: 530.758.3952 • Fax: 530.758.3952

- Requires that a tax measure adopted after January 1, 2022 and before the effective date of the initiative that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative.
    - If past election patterns and elections in 2022 are an indication, over 200 tax measures approving more than $2 billion annual revenues to support local public services would not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date and special taxes (including parcel taxes). Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, the measures would each require declaration of emergency and unanimous vote of the governing board to be placed on a special election ballot within a year for approval or the tax will be void after that date. I would expect most to succeed, but some will not, in particular citizen initiative majority vote special taxes which would have to meet a higher voter approval threshold to continue.
- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
    - If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions would each require unanimous vote of the agency board to be placed on a special election ballot or would be void a year later.

## 1.a. Number of Measures and Value of Local Taxes at Risk[4]

Over a hundred local measures were approved in 2022 that likely do not comply with the provisions of Initiative 21-0042A1. Nearly $2 billion of annual revenues from these voter approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures. We can expect a similar volume of measures in 2024 and a similar volume of non-compliance. So the combined total of annual local funding directly affected by Initiative 21-0042A1 due to its retroactivity provision is about $4 billion.

### Citizen Initiative Special Taxes in 2022.

Special taxes placed on the ballot by citizen initiative and approved after January 1, 2022 by a majority but less than two-thirds of the voters are out of compliance with Initiative 21-0042A1.

On June 7, 2022, there were three local special tax measures placed on the ballot by citizen initiative. Two failed to get majority voter approval. A one percent transactions and use tax (sales tax) for the John C. Fremont Healthcare District in Mariposa County received 69.6 percent approval, over the two thirds needed for any special tax under California Constitution Article XIIIC. So this measure was passed in compliance with Initiative 21-0042A1.

**June 2022 Initiative Special Taxes - majority voter approval**

| Agency Name | County | | Tax/Fee | Rate | Estimated Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| John C. Fremont Healthcare District | Mariposa | Measure N | Transactions & Use Tax | 1 cent | $ 150,000 | hospital | 40yrs | **69.6%** | PASS |
| County of Kings | Kings | Measure F | Transactions & Use Tax | 1/2 cent | $ 11,700,000 | fire | none | **37.6%** | FAIL |
| Manhattan Beach USD | Los Angeles | Measure A | School Parcel Tax | $1095/yr | $ 12,000,000 | schools | 12yrs | **31.2%** | FAIL |

On November 8, 2022, there were 14 local special taxes placed on the ballot by citizen initiative. Seven of these

[4] Source: Compilation and summary of data from County elections offices.

measures failed with less than majority voter approval. The other seven measures received majority, but less than two-thirds, voter approval. These measures passed under current law but are out of compliance with Initiative 21-0042A1. Taken together these seven taxes will provide estimated annual revenues of **from $900,000 to $1.4 billion** in support of parks and recreation, zoo, library, affordable housing, transportation, homelessness prevention, and schools in these communities.

**November 2022 Initiative Special Taxes - majority voter approval**

| Agency Name | County | | Tax/Fee | Rate | Estimated Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| Crockett Community Services District | Contra Costa | Measure L | Parcel Tax | $50/parcel | $ 60,000 | parks/recr | none | **62.8%** | PASS |
| Oakland | Alameda | Measure Y | Parcel Tax | $68/parcel | $ 12,000,000 | zoo | 20yrs | **62.5%** | PASS |
| County of Mendocino | | Measure O | Transactions & Use Tax | 1/8 cent then 1/4 cent in 2027 | $ 4,000,000 | library | none | **60.8%** | PASS |
| Los Angeles | Los Angeles | Measure ULA | Property Transfer Tax | 4% if >$5m, 5.5% if >$10m | $600 m to $1.1 b | affordable housing | none | **57.3%** | PASS |
| County of Sacramento | | Measure A | Transactions & Use Tax | same 1/2 cent | $ 212,512,500 | transportati | 40yrs | **55.3%** | PASS |
| San Francisco | | Proposition M | Business Operations Tax | $2500-$5000/ vacant resid unit | $ 20,000,000 | housing | 30yrs | **54.5%** | PASS |
| Santa Monica | Los Angeles | Measure GS | Property Transfer Tax | $56/$1000 if >$8m | $ 50,000,000 | schools, homelessne ss, afford. housing | none | **53.3%** | PASS |
| | | | | | Total $900,000 to $1.4 billion | | | | |

| Agency Name | County | | Tax/Fee | Rate | Estimated Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| County of Calaveras | | Measure A | Transactions & Use Tax | 1 cent | $ 5,000,000 | fire | none | 49.4% | FAIL |
| South San Francisco (for Schools) | San Mateo | Measure DD | School Parcel Tax | $2.50/sf | $ 55,900,000 | schools | none | 47.2% | FAIL |
| County of Fresno | (for CSU ) | Measure E | Transactions & Use Tax | 1/5 ct, 1/40 ct (Reedley) | $ 36,000,000 | Calif State Univ | 20yrs | 46.9% | FAIL |
| Santa Cruz | Santa Cruz | Measure N | Parcel Tax | $6k/vacant SFU | xxx | vacant property | xxx | 44.2% | FAIL |
| County of Monterey | | Measure Q | Parcel Tax | $49/parcel | $ 5,500,000 | childcare | 10yrs | 41.1% | FAIL |
| San Francisco City College | San Francisco | Measure O | School Parcel Tax | $150/sfu | $ 37,000,000 | schools | 10yrs | 36.7% | FAIL |
| Morro Bay | San Luis Obispo | Measure B | Parcel Tax | $120+/parcel | $ 680,000 | harbor | none | 36.0% | FAIL |
| Inverness Public Utility District | Marin | Measure O | Parcel Tax | $0.20/sf, $150/vacant | $ 276,000 | fire | none | 27.0% | FAIL |

## Non-Specific Tax Durations in 2022

Voters approved 106 measures in June 2022 (10) and November 2022 (96) that do not provide a specific duration of time that the tax will be imposed (end date). Typically, the ballot titles for these measures state that the tax would be imposed “until ended by voters.” Four of these measures also did not include any estimate of the annual revenues that the tax would generate, another violation of initiative 21-0042A1. Taken together, these approved local measures generate **$561 million per year** that will expire a year after the effective date of the initiative if Initiative 21-0042A1 passes.

## Measures in 2022 with Non-Specific Durations

| Agency Name | County | | Tax/Fee | Rate | Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| Oakland | Alameda | Measure T | Business Tax General | various | $ 20,900,000 | | none | **71.4%** | PASS |
| Culver City | Los Angeles | Measure BL | Business Tax General | various | $ 10,000,000 | | none | **60.5%** | PASS |
| El Segundo | Los Angeles | Measure BT | Business Tax General | various | $ 3,000,000 | | none | **51.2%** | PASS |
| Pico Rivera | Los Angeles | Measure AB | Business Tax General | various | $ 5,800,000 | | none | **75.5%** | PASS |
| Santa Ana | Orange | Measure W | Business Tax General | various | neutral | | none | **64.8%** | PASS |
| Tracy | San Joaquin | Measure B | Business Tax General | various | $ 3,200,000 | | none | **72.6%** | PASS |
| Burlingame | San Mateo | Measure X | Business Tax General | various | $ 2,500,000 | | none | **75.1%** | PASS |
| Los Gatos | Santa Clara | Measure J | Business Tax General | various | $ 1,100,000 | | none | **53.4%** | PASS |
| Santa Clara | Santa Clara | Measure H | Business Tax General | $45/employee, $15/rental unit | $ 6,000,000 | | none | **59.5%** | PASS |
| Brisbane | San Mateo | Measure O | Business Tax lodging busn | $2.50/rm/day | $ 250,000 | | none | **69.2%** | PASS |
| East Palo Alto | San Mateo | Measure L | Business Tax resid. rentals | 2.5% grossRcpts | $ 1,480,000 | | none | **69.9%** | PASS |
| County of Santa Cruz | Unincorporated | Measure C | Busn Tax - disp cups | 12.5cents/cup | $ 700,000 | | none | **68.2%** | PASS |
| South Lake Tahoe | El Dorado | Measure G | Busn Tax Cannabis | 6% retail, manufacturing | $ 950,000 | | none | **62.9%** | PASS |
| McFarland | Kern | Measure O | Busn Tax Cannabis | 8% of gross receipts retail, | $ 1,800,000 | | none | **63.5%** | PASS |
| Avenal | Kings | Measure C | Busn Tax Cannabis | $25+/sf or 15% gr rcpts | $ 600,000 | | none | **61.8%** | PASS |
| Baldwin Park | Los Angeles | Measure CB | Busn Tax Cannabis | 4% grossRcpts | $ 300,000 | | none | **51.3%** | PASS |
| Claremont | Los Angeles | Measure CT | Busn Tax Cannabis | 4%-7% gr rcpts, $1- | $ 500,000 | | none | **61.1%** | PASS |
| County of Los Angeles | Unincorporated | Measure C | Busn Tax Cannabis | 4% gross receipts retail, | $ 15,170,000 | | none | **60.1%** | PASS |
| Cudahy | Los Angeles | Measure BA | Busn Tax Cannabis | 15% grossRcpts | $ 3,600,000 | | none | **54.0%** | PASS |
| El Segundo | Los Angeles | Measure Y | Busn Tax Cannabis | 10% GrossRcpt, | $ 1,500,000 | | none | **72.8%** | PASS |
| Hermosa Beach | Los Angeles | Measure T | Busn Tax Cannabis | 10% GrossRcpt, | $ 1,500,000 | | none | **67.6%** | PASS |
| Lynwood | Los Angeles | Measure TR | Busn Tax Cannabis | 5%to10% | $ 3,000,000 | | none | **66.4%** | PASS |
| Santa Monica | Los Angeles | Measure HM | Busn Tax Cannabis | 10% gross Rcpts | $ 5,000,000 | | none | **66.4%** | PASS |
| South El Monte | Los Angeles | Measure CM | Busn Tax Cannabis | 6% special excise tax on | $ 126,000 | | none | **53.7%** | PASS |
| Monterey | Monterey | Measure J | Busn Tax Cannabis | 6% grossRcpt | $ 1,300,000 | | none | **65.2%** | PASS |
| Pacific Grove | Monterey | Measure N | Busn Tax Cannabis | 6% grossRcpt | $ 300,000 | | none | **70.8%** | PASS |
| Huntington Beach | Orange | Measure O | Busn Tax Cannabis | 6% retail, 1% other | $ 600,000 | | none | **54.7%** | PASS |

## Measures in 2022 with Non-Specific Durations

| Agency Name | County | | Tax/Fee | Rate | Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| Laguna Woods | Orange | Measure T | Busn Tax Cannabis | 4%-10% of gross receipts | $ 750,000 | | none | **61.1%** | PASS |
| Corona | Riverside | Measure G | Busn Tax Cannabis | 9% of gross receipts for | $ 5,000,000 | | none | **61.6%** | PASS |
| Montclair | San Bernardino | Measure R | Busn Tax Cannabis | 7% grossRcpts | $ 3,500,000 | | none | **70.3%** | PASS |
| County of San Diego Unincorporated | | Measure A | Busn Tax Cannabis | 6% retail, 3% distribution, | $ 5,600,000 | | none | **57.4%** | PASS |
| Encinitas | San Diego | Measure L | Busn Tax Cannabis | 4% to 7% of gross receipts | $ 1,400,000 | | none | **65.1%** | PASS |
| Healdsburg | Sonoma | Measure M | Busn Tax Cannabis | 8% grossRcpt | $ 500,000 | | none | **72.7%** | PASS |
| Exeter | Tulare | Measure B | Busn Tax Cannabis | 10% retail and other, $10/sf | ? | | none | **66.5%** | PASS |
| Tulare | Tulare | Measure Y | Busn Tax Cannabis | 10% retail and other, $10/sf | ? | | none | **65.2%** | PASS |
| Woodland | Yolo | Measure K | Busn Tax Cannabis | 10% grossRcpts | ? | | none | **66.2%** | PASS |
| Redlands | San Bernardino | Measure J | Busn Tax Distrib centers | from $0.047/sf to $0.105/sf | $ 530,000 | | none | **53.5%** | PASS |
| Arcadia | Los Angeles | Measure SW | Busn Tax Sports Betting | 5% grossRcpts | n/a* | | none | **63.9%** | PASS |
| Albany | Alameda | Measure K | ParcelTax | $0.074+/sf | $ 1,950,000 | fire/EMS | none | **76.0%** | PASS |
| Cameron Park Airport District | El Dorado | Measure J | ParcelTax | by $600 to $900/parcel | $ 117,900 | airport/ streets | none | **78.2%** | PASS |
| Highlands Village Lighting Benefit Zone | El Dorado | Measure L | ParcelTax | $140+/parcel | $ 10,920 | streets | none | **86.3%** | PASS |
| Knolls Property Owners CSD | El Dorado | Measure P | ParcelTax | by $300+ to $600+/parcel | $ 8,400 | streets | none | **75.5%** | PASS |
| Sundance Trail Zone of Benefit | El Dorado | Measure C | ParcelTax | $600+/yr | $ 24,000 | roads | none | **73.2%** | PASS |
| South Pasadena | Los Angeles | Measure LL | ParcelTax | xxx | ? | library | none | **86.2%** | PASS |
| River Delta Fire District | Sacramento | Measure H | ParcelTax | $90/yr | $ 130,000 | fire | none | **72.1%** | PASS |
| Emeryville | Alameda | Measure O | PropTransfTax | $15/$1000 if $1m-$2m, | $ 5,000,000 | | none | **71.6%** | PASS |
| San Mateo | San Mateo | Measure CC | PropTransfTax | by 1% to 1.5% if >$10m | $ 4,800,000 | | none | **71.8%** | PASS |
| Alameda | Alameda | Measure F | TOT | by 4% to 14% | $ 910,000 | | none | **59.2%** | PASS |
| Clovis | Fresno | Measure B | TOT | by 2% to 12% | $ 500,000 | | none | **69.7%** | PASS |
| Kerman | Fresno | Measure G | TOT | 10% | $ 40,000 | | none | **62.3%** | PASS |
| Trinidad | Humboldt | Measure P | TOT | by 4% to 12% | $ 65,000 | | none | **77.6%** | PASS |
| Imperial | Imperial | Measure G | TOT | by 4% to 12% | $ 600,000 | | none | **56.2%** | PASS |
| Arcadia | Los Angeles | Measure HT | TOT | by 2% to 12% | $ 730,000 | | none | **54.1%** | PASS |
| Santa Monica | Los Angeles | Measure CS | TOT | by 1%, 3% home shares | $ 4,100,000 | | none | **73.7%** | PASS |

Notes
?= Ballot measure title did not include an estimate of annual revenues, also not in compliance with Initiative 21-0042A1.
n/a*= Arcadia Measure SW passed but sports betting remains illegal after the failure of Propositions 26 and 27 on the November statewide ballot.

## Measures in 2022 with Non-Specific Durations

| Agency Name | County | | Tax/Fee | Rate | Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| Anaheim | Orange | Measure J | TOT | online travel companies | $ 3,000,000 | | none | **59.2%** | PASS |
| La Palma | Orange | Measure P | TOT | by 4% to 12% | $ 200,000 | | none | **71.1%** | PASS |
| Colfax | Placer | Measure B | TOT | by 2% to10% | $ 29,000 | | none | **73.5%** | PASS |
| Rocklin | Placer | Measure F | TOT | by 2% to 10% | $ 300,000 | | none | **59.8%** | PASS |
| Roseville | Placer | Measure C | TOT | by 4% to 10% | $ 3,000,000 | | none | **73.0%** | PASS |
| Big Bear Lake | San Bernardino | Measure P | TOT | by 2% to 10% | $ 1,300,000 | | none | **54.4%** | PASS |
| Grand Terrace | San Bernardino | Measure M | TOT | new 10% | $ 250,000 | | none | **51.9%** | PASS |
| Yucca Valley | San Bernardino | Measure K | TOT | by 5% to 12% | $ 1,300,000 | | none | **71.9%** | PASS |
| Imperial Beach | San Diego | Measure R | TOT | by 4% to 14% | $ 400,000 | | none | **67.4%** | PASS |
| El Paso de Robles | San Luis Obispo | Measure F | TOT | by 1% to 11% | $ 750,000 | | none | **61.2%** | PASS |
| Belmont | San Mateo | Measure K | TOT | by 2% to 14% | $ 600,000 | | none | **79.3%** | PASS |
| Millbrae | San Mateo | Measure N | TOT | by 2% to 14% | $ 1,500,000 | | none | **75.8%** | PASS |
| County of Humboldt Unincorporated | | Measure J | TOT | by 2% to 12% | $ 3,080,000 | | none | **63.3%** | PASS |
| County of Placer - North Tahoe TOT Area | | Measure A | TOT | by 2% to 10% | $ 4,000,000 | | none | **90.0%** | PASS |
| County of Santa Cruz Unincorporated | | Measure B | TOT | by 1% to 12% | $ 2,300,000 | | none | **69.2%** | PASS |
| County of El Dorado - East Slope Tahoe | | Measure S | TOT 2/3 | by 4% to 14% | $ 2,500,000 | | none | **81.8%** | PASS |
| Chico | Butte | Measure H | TrUT | 1 cent | $ 24,000,000 | | none | **52.4%** | PASS |
| Mendota | Fresno | Measure H | TrUT | 1.25 cent | $ 493,498 | | none | **57.2%** | PASS |
| Blue Lake | Humboldt | Measure R | TrUT | 1 cent | $ 30,000 | | none | **55.4%** | PASS |
| Rio Dell | Humboldt | Measure O | TrUT | 3/4cent | $ 400,000 | | none | **53.3%** | PASS |
| County of Kern unincorporated areas | | Measure K | TrUT | 1 cent | $ 54,000,000 | | none | **50.8%** | PASS |
| McFarland | Kern | Measure M | TrUT | 1 cent | $ 579,662 | | none | **62.2%** | PASS |
| Tehachapi | Kern | Measure S | TrUT | 1 cent | $ 4,000,000 | | none | **57.2%** | PASS |
| Avenal | Kings | Measure A | TrUT | 1 cent | $ 500,000 | | none | **72.5%** | PASS |
| Susanville | Lassen | Measure P | TrUT | 1 cent | $ 1,750,000 | | none | **54.7%** | PASS |
| Baldwin Park | Los Angeles | Measure BP | TrUT | 3/4 cent | $ 6,000,000 | | none | **58.1%** | PASS |
| Malibu | Los Angeles | Measure MC | TrUT | 1/2 cent | $ 3,000,000 | | none | **52.6%** | PASS |
| Monterey Park | Los Angeles | Measure MP | TrUT | 3/4 cent | $ 6,000,000 | | none | **58.5%** | PASS |
| Torrance | Los Angeles | Measure SST | TrUT | 1/2 cent | $ 18,000,000 | | none | **55.0%** | PASS |
| Larkspur | Marin | Measure G | TrUT | 1/4 cent | $ 700,000 | | none | **59.4%** | PASS |
| Sand City | Monterey | Measure L | TrUT | by 1/2cent to 1.5cents | $ 1,400,000 | | none | **68.7%** | PASS |
| Hemet | Riverside | Measure H | TrUT | same 1 cent | $ 15,000,000 | | none | **58.0%** | PASS |
| Elk Grove | Sacramento | Measure E | TrUT | 1 cent | $ 21,000,000 | | none | **54.1%** | PASS |
| Galt | Sacramento | Measure Q | TrUT | 1 cent | $ 3,600,000 | | none | **52.4%** | PASS |
| Colton | San Bernardino | Measure S | TrUT | 1 cent | $ 9,500,000 | | none | **66.8%** | PASS |
| Ontario | San Bernardino | Measure Q | TrUT | 1 cent | $ 95,000,000 | | none | **53.2%** | PASS |
| Solana Beach | San Diego | Measure S | TrUT | 1 cent | $ 3,000,000 | | none | **66.7%** | PASS |
| Brisbane | San Mateo | Measure U | TrUT | 1/2 cent | $ 2,000,000 | | none | **63.9%** | PASS |
| Goleta | Santa Barbara | Measure B | TrUT | 1 cent | $ 10,600,000 | | none | **64.7%** | PASS |
| Solvang | Santa Barbara | Measure U | TrUT | 1 cent | $ 1,600,000 | | none | **63.1%** | PASS |

**Measures in 2022 with Non-Specific Durations**

| Agency Name | County | | Tax/Fee | Rate | Annual Revenue | Use | Sunset | YES% | |
|---|---|---|---|---|---|---|---|---|---|
| Watsonville | Santa Cruz | Measure R | TrUT | 1/2 cent | $ 5,000,000 | | none | **64.4%** | PASS |
| Vallejo | Solano | Measure P | TrUT | 7/8 cent | $ 18,000,000 | | none | **54.7%** | PASS |
| Modesto | Stanislaus | Measure H | TrUT | 1 cent | $ 39,000,000 | | none | **62.8%** | PASS |
| County of Colusa | | Measure A | TrUT 2/3 | 1/2 cent | $ 2,400,000 | EMS | none | **69.4%** | PASS |
| Atwater | Merced | Measure B | TrUT 2/3 | same 1 cent | $ 4,000,000 | police/fire | none | **73.7%** | PASS |
| Truckee | Nevada | Measure U | TrUT 2/3 | by 1/4 cent to 1/2 cent | $ 3,000,000 | open space / trails | none | **76.4%** | PASS |
| Palo Alto | Santa Clara | Measure L | UtilityTransfer | 18% gas | $ 7,000,000 | | none | **77.7%** | PASS |
| Santa Clara | Santa Clara | Measure G | UtilityTransfer | 5 % | $ 30,000,000 | | none | **84.2%** | PASS |
| Hercules | Contra Costa | Measure N | UUT | 8% | $ 3,600,000 | | none | **69.3%** | PASS |
| Carson | Los Angeles | Measure UU | UUT | 2% electr, gas | $ 8,000,000 | | none | **78.4%** | PASS |
| Sebastopol | Sonoma | Measure N | UUT | 3.75% (same) | $ 700,000 | | none | **83.5%** | PASS |

### Co-temporal Advisory Measures in 2022

At the November 2022 election, there was just one local general tax measure that was accompanied by an advisory measure as to the use of funds. The City of Santa Monica's Measure DT property transfer tax failed with just 34 percent approval as voters instead chose the citizen initiative Measure GS.

There was also just one such tax use advisory measure on the June 2022 election. Susanville's voters passed Measure P, a 1 percent transactions and use (sales) tax that generates $1.75 million per year[5] for general city services. The measure was accompanied by advisory Measure Q, accompanied the city's It asked, "If Measure P passes, should the revenues be used to balance the budget to maintain and enhance existing public safety services (police and fire), and provide funding to support street infrastructure improvements and provide funding to support economic development efforts designed to increase businesses, jobs and visitors to Susanville?" Both measures passed. Under Initiative 21-0042A1, the tax will expire a year after the effective date of the initiative (i.e., in December 2025).

### 1.b. Additional Costs and Public Service Effects of the Tax Provisions

Assuming a similar volume of local measures through 2024 as we saw in 2022, there will be over 200 local measures that will need to be redrafted to comply with the Initiative and placed back on the ballot for the taxes to continue after December 2025. The costs of re-drafting, re-placing and re-voting on these measures, previously legally approved by voters, will be in the tens of millions in total statewide.

## 2. "Exempt Charges" (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual and reasonable test."
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, "reasonable" test.
- Allows legal challenge to any tax adopted before the effective date of the initiative and after January 1,

[5] The Susanville measure also did not include a specific end date and so is included in the list and totals of those measures.

2022. Such a lawsuit could enjoin (stop) the enactment of the tax pending the outcome of the legal challenge.

- Subjects a challenged fee to new, higher burdens of proof if legally challenged.

## 2.a. Value on New Local Government Fees and Charges at Risk[6]

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **$2 billion per year including those adopted since January 1, 2022. Of $2 billion, about $900 million (45 percent) is for special districts, $800 million (40 percent) is cities, and $300 million (15 percent) is counties.**[7]

Major examples of affected fees and charges are:

1. Certain water, sanitary sewer, wastewater, garbage, electric, gas service fees.
2. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Business improvement district charges.
6. Fees for processing of land use and development applications such as plan check fees, use permits, design review, environmental assessment, plan amendment, subdivision map changes.
7. Document processing and duplication fees.
8. Facility use charges, parking fees, tolls.
9. Fines, penalties.
10. Fees for parks and recreation services.

## 2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.

**********

mc

[6] Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.
[7] School fees are also affected but the amount is negligible by comparison.

# City of St. Helena

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

March 15, 2023

Bismarck Obando
Director of Public Affairs, League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: Letter Opposing Initiative 21-0042A1**

On March 14, 2023, the City of St. Helena voted to oppose Initiative 21-0042A1, a deceptive, developer-sponsored proposition aimed for the November 2024 statewide ballot that would significantly jeopardize cities' ability to provide essential services and infrastructure for our residents.

The measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent.

This measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including impacts on local infrastructure and our environment.

This measure also may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Unless defeated, the measure puts billions of dollars currently dedicated to local services at risk, and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

The measure benefits wealthy corporations and real estate developers while decimating our local communities and neighborhoods.

You may list the City of St. Helena in formal opposition to Initiative #21-0042A1 and include our city as part of the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state opposed to this deceptive proposition.

Sincerely,

Paul Jamison Dohring
Mayor
City of St. Helena

cc: BallotMeasures@calcities.org
nbennett@calcities.org

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **CONSENT ITEMS**

**Subject:** **Consideration and proposed approval of a resolution approving: (1) a temporary closure of Adams Street and Library Lane from Friday, May 5, 2023, at 6:00 p.m. to Sunday, May 7, 2023, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on those public streets for the Neighborhood Community Table Event scheduled for Saturday, May 6, 2023, from approximately 5:00 p.m. to 9:00 p.m.**

**CEQA Determination:** **Categorically Exempt, Section 15323**

**Prepared By:** Chantel Delay, Administrative Assistant

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

**Approved By:** April Mitts, Assistant City Manager

---

**BACKGROUND**

The Neighborhood Table is presented by St. Helena Hospital Foundation to bring the community together in the spirit of health and connection, while bringing awareness to the Hospital's mission and animating downtown St. Helena. This project is a collaboration to highlight the work being done by dynamic health and community visionaries who are committed to investing in each of us and our wellbeing, so that we may heal and create our most vital and connected lives.

The event will require the temporary closure of Adams Street, east of Library Lane to the dead end. The closure would occur from May 5, 2023, at 6:00 p.m. to May 7, 2023, at 6:00 p.m. with some local access to allow for set-up and tear down with the actual dinner taking place on May 6, 2023, from approximately 5:00 p.m. to 9:00 p.m. The closure would allow for the event and authorization for possession of open alcoholic beverages on those public streets would be for the duration of the meal event only. The event

organizers would be responsible for securing an ABC license for providing alcohol at the event.

**DISCUSSION**

The St. Helena Hospital Foundation will be taking the lead on communicating and coordinating with all adjacent businesses on the south side of Adams Street once an encroachment permit is approved to ensure alternate access for any commercial driveways affected by the road closure throughout the event.

The event will include large rentals such as executive restrooms, dining tables, and chairs that will begin set up on Friday evening and Saturday morning. There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the actual dinner event. The event itself will be a family style dinner catered by Tre Posti and wine will be served. While the ticket price has not been finalized yet, there will be two tiers to make the event accessible to the entire community. The clean-up and pick-up will be completed on Sunday, May 7, 2023, by 6:00 p.m. The event organizers will be utilizing their own staff and volunteers for the entirety of the event.

The event will require a permit from the Police Department if amplified music is being utilized and will require security should the gathering be planned for an excess of 250 people.

The event organizers will continue to coordinate and update City staff members from the Police and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

**FISCAL IMPACT**

The applicant has submitted a Request for Fee Waiver for the encroachment permits and banner permit associated with this event totaling $550.00.

**RECOMMENDED ACTION**

Staff recommends approval of the attached resolution.

**ATTACHMENTS**

2023_Neighborhood Table Resolution
Road Closure Request Form_Neighborhood Table
Site Plan
Encroachment Permit Application

**CITY OF ST. HELENA**

**RESOLUTION NO. 2023-**

**APPROVING: (1) A TEMPORARY CLOSURE OF ADAMS STREET AND LIBRARY LANE FROM FRIDAY, MAY 5, 2023, AT 6:00 P.M. TO SUNDAY, MAY 7, 2023, AT 6:00 P.M. FOR THE MAY 6, 2023, NEIGHBORHOOD COMMUNITY TABLE EVENT AND (2) AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON THOSE PUBLIC STREETS FOR THE NEIGHBORHOOD COMMUNITY EVENT SCHEDULED FOR SATURDAY, MAY 6, 2023, FROM APPROXIMATELY 5:00 P.M. TO 9:00 P.M.**

## RECITALS

A. The St. Helena Hospital Foundation, Nimbus Arts, and St. Helena Chamber of Commerce are planning the Neighborhood Community Table event to bring the community together in the spirit of health and connection;

B. The Neighborhood Community Table Event is anticipated to continue to be an annual event;

C. The St. Helena Public Works Department has requested temporary closure of Adams Street from East of Library Lane to the dead end of Adams Street for the event;

D. Closure of the City street in the area will provide space for event activities;

E. Vendors will request authorization to sell beer and/or wine at the event. St. Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot;

F. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

## RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Neighborhood Community Table Event outweigh the anticipated inconvenience to the neighborhood and citizens, and authorize closure of:

    - Adams Street from East of Library Lane to the dead end of Adams Street from May 5, 2023, at 6:00 p.m. to May 7, 2023, at 6:00 p.m. with some local access to allow for set-up and tear down with the actual dinner taking place on May 6, 2023.

2. The possession of open container of beer and/or wine is permitted on public streets and parking lots encompassed by this event.

3. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

4. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting if the St. Helena City Council on March 14, 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 Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

# ROAD CLOSURE REQUEST FORM

City of St. Helena – Department of Public Works
1572 Railroad Avenue, St. Helena, CA 94574
Phone: (707) 968-2658|Email: cdelay@cityofsthelena.org

**RELATE TO ENCROACHMENT PERMIT NUMBER**

| | |
|---|---|
| **SITE ADDRESS**<br>899 Adams Street to 999 Adams Street | **SCOPE OF WORK**<br>Load in rentals/set event/event/strike event |
| **JUSTIFICATION FOR ROAD CLOSURE**<br>A Community Event-The Neighborhodd Table-538 folks gathering for dinner | |
| **ROAD CLOSURE DATE(S)**<br>May 5th, 2023 through May 7th. 2023 | **ROAD CLOSURE TIMES** (*SEE NOTE 1*)<br>6pm thru 6pm-3 days |

| **APPLICANT** | | **CONTRACTOR** | |
|---|---|---|---|
| Name<br>St. Helena Hospital Foundation | | Company Name<br>Susan M Duryea-on behalf of SHHF | |
| Phone<br>707-287-5176 | Email<br>susanmduryea@comcast.net | Emergency Contact Name<br>susan m duryea | Emergency Phone<br>707-287-5176 |

This form is a supplemental document to the City issued Encroachment permit. By signing, I agree to accept and abide by the provisions of the applicable ordinances of the City of St. Helena and this form:

susan m duryea
**Signature of Applicant**

February 8th, 2023
**Date**

## CONDITIONS OF APPROVAL

1.) Road closure hours are permitted on residential roads between 9:00 am and 4:00 pm, weekdays only and excluding holidays, unless otherwise noted. Road closures on arterials and collectors, if approved, are subject to stricter requirements.
2.) A site-specific traffic control plan and pedestrian control plan must be submitted
3.) 12-day written notice to the City Manager, Director of Public Works/City Engineer, Fire Chief, and Police Chief for review and approval.
4.) 10-day written notification of affected residents and businesses within a 1000' radius of the proposed work.
5.) 72-hour phone notification to the affected residents and businesses
6.) Contractor shall contact the following emergency services 72-hours (3 days) prior to street closure.

- ☐ St. Helena Police Department: (707) 967-2850
- ☐ St. Helena Fire Department: (707) 967-2880 ext. 638 or (707) 312-3321
- ☐ Upper Valley Disposal: (707) 963-7988 (If closure is on Tuesday or Wednesday)
- ☐ AMR: (707) 501-5280
- ☐ Napa County Roads: Stephen.stangland@countyofnapa.org
- ☐ Napa Sheriff: (707) 253-4440
- ☐ CHP: (707) 253-4906
- ☐ Caltrans: (707) 253-4919
- ☐ CalFire: (707) 967-1490
- ☐ SHUSD Superintendent (if work being performed is within a block of any school): (707) 967-2708

7.) Contractor shall notify Public Works at the commencement of the road closure at cdelay@cityofsthelena.org or (707) 968-2658.
8.) Contractor shall provide access for emergency vehicles at all times.

Revised 10/2021

9.) Contractor shall use Nixle and place SMS boards one in each direction of travel at the two closest intersections, 72-hours in advance for notification of work as follow:

(INSERT STREET NAME) **WILL BE**

**CLOSED FOR**

(INSERT PURPOSE)

**ON THESE DATES:** (INSERT APPROVED DATES)

**FROM** (INSERT APPROVED WORK HOURS)

(INSERT CONTRACTOR'S NAME AND PHONE#)

| | |
|---|---|
| Director of Public Works/City Engineer Approval Signature: | Date: |
| Public Works Operations Approval Signature: | Date: |
| Police Chief Approval Signature: | Date: |
| Fire Chief Approval Signature: | Date: |

Revised 10/2021


40' x 600' = 24,000 sf
Library Ln

# ENCROACHMENT PERMIT APPLICATION

**Public Works Department**
**1572 Railroad Ave.**
**St. Helena, CA 94574**
**(707) 968-2658**

| OFFICE USE ONLY |
|---|
| **Encroachment Permit #:** |
| **Expiration Date:** |

For Additional Information, or Forms and Documents Please Visit the Public Works Website @ http://www.cityofsthelena.org/publicworks

## Property and Work Description

Site Address: 999 Adams Street to 899 Adams Street

Related Building Permit Number _____ Work/Event Description: The Neighborhood Table Annual Community Gathering and Dining event- St Helena Hospital Foundation

**DIAGRAM OF PROPOSED ACTIVITY** ***attach additional sheet if necessary***

**Estimated Start Date** May 5th,6pm

**Estimated Completion Date** May 7th,6pm

## Property Owner

Owner Name: City of St Helena

Address: 148 Main Street

City: St. Helena State: Ca Zip: 94574

Email: cdelay@cityofsthelena.org Phone #: 707-968-2658 x 545

## Contractor/Applicant

*All communication from our office will be made to this person via email*

Company Name: St Helena Hospital Foundation Contact Name: Susan M Duryea

Contractor License#: _____ Expires: _____

City of St. Helena Business License #: _____ Expires: _____

Address: 10 Woodland Road

City: St. Helena State: Ca Zip: 94574

Email: susanmduryea@comcast.net Phone #: 707-287-5176

## Applicant Check Off List **Permit fees are due at the time of application and are *NON REFUNDABLE.***

***Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.***

| **Check Off Major** | **Check Off Minor** |
|---|---|
| $500.00 fee paid | $200.00 fee paid |
| Proof of Insurance Coverage | Proof of Insurance Coverage |
| Copy of Civil Plans for Related Building Permit | Copy of Civil Plans for Related Building Permit |
| Traffic Control Plans | Traffic Control Plans |
| Site Plans | Site Plans |
| USA Tag # | |

**Conditions:** _____

_____

**Standards Attached:** _____

**Street Supervisor Approval Signature:** _____ **Date:** _____

**Water Supervisor Approval Signature:** _____ **Date:** _____

## Minimum Insurance Requirements;

| | |
|---|---|
| **General Liability** | **Major Permit 2 Million General Liability/4 million Aggregate** |
| | **Minor Permit 1 Million General Liability/2 million Aggregate** |
| **Auto Liability** | **Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage** |
| **Workers Comp** | **Major/Minor Permit 2 Million per Injury** |

*Special Circumstances May Arise Which Could Cause Changes to These Guidelines*

Attach Certificate of Insurance (COI) **AND** Endorsements

The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."

## Disclosure Statement

**NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection.**

**Permit fees are due at the time of application and are *NON REFUNDABLE.* Incomplete submittals will not be accepted.**

**I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS.**

I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

**Signature:** _____ **Date:** January 12th, 2023

□ **Owner** ■ **Contractor**

# GENERAL PERMIT REGULATIONS

**NOTE**: ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL

1. Work done under this Permit shall be in accordance with the City Standards of the Department of Public Works, State of California, Division of Highways, the Municipal Code and specifications and the provisions enumerated herein.
2. Applicants must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this Permit/Contract shall be null and void.
3. Authorizations for any installation granted by virtue of this permit/contract are revocable at any time.
4. Maintenance of the encroachment is strictly the responsibility of the Permittee.
5. Should construction, reconstruction or maintenance work on the highway be required, any installation authorized by this Permit shall, upon order of the Director of Public Works, be promptly removed or relocated by and at the expense of the Permittee.
6. The Permittee shall provide, erect and maintain all warning signs, lights, barriers or other devices necessary for the protection of the public.
7. During work on city streets at least one 12-foot wide traffic lane shall be open at all times unless otherwise specifically authorized.
8. Existing drainage conditions must be provided for in every instance. Nothing contained herein shall be construed as relieving the Permittee of responsibility.
9. There shall be a minimum of thirty (30) inches of cover over all pipes or conduits installed except as may be specifically authorized by the Permit.
10. Permittee shall notify the Department of Public Works three (3) days prior to the commencement of any work authorized by this Permit.
11. Insurance is required as set forth in the attached document.
12. The Permittee shall obtain a special permission from the Public Works Director if working or operating machinery outside the standard construction hours of 8:00 AM to 5:00 PM, or Sundays and Holidays.

## Cindy Tzafopoulos

**From:** Tracy McBride <tracymcbride22@gmail.com>
**Sent:** Friday, March 10, 2023 9:45 AM
**To:** Cindy Tzafopoulos
**Cc:** Anna Chouteau; Billy Summers; Eric Hall; Lester Hardy; Paul Dohring
**Subject:** [External] City Council Meeting 3/14/23, Item 9.4 -- request remove from consent calendar; Neighborhood Community Table Event
**Attachments:** CDC Noise levels.PNG; DB measured 5.21.22 Neighborhood Table.PNG

Dear Mayor, City Council members, and Staff,

I respectfully request that you pull item 9.4 from the consent calendar of your 3/14/23 meeting. I support this fundraising event for the St Helena Hospital foundation, Nimbus and the Chamber of Commerce. However, there are key missing points for your consideration. I spoke with the organizer contact last year, Susan Duryea, about these same topics. Holding this event may seem simple, but it is not, when you read my observations below. Last year, I discussed the fact my residence was impacted with excessive generator noise with the event organizer:

1. **There are residences directly adjacent to the noise of this event, sharing a fence line with residential properties to the south.** These residences should be notified in advance, just like the commercial properties. This includes the 900 block of Hunt Ave, even number side. In 2022, no residences were notified, which I mentioned to the event organizer. Not only is Adams St blocked, but the parking areas of the commercial buildings are used in the event; those parking areas are adjacent to residential properties.
2. In 2022, there was significant noise impact at our residential property from this event, aside from the live music. There was a **generator operating** in the commercial parking behind our property, **constantly throughout the event**, approximately 20' from our property line. The generator was used for the caterer. The generator was in operation from mid-afternoon until well into the evening. I **measured the decibel level in our yard at constant 85 db** at one point. See attached screenshot of the decibels on that date.

Please also see attached CDC, "Noise above 70 dB over a prolonged period of time may start to damage your hearing."

**Can you please ask the applicant why this event can't be held on Library Lane, also a dead-end street but with no adjacent residences? Or how about one of our city parks?**

I have these items for the City Council to review before approving this resolution.

1. A**ll residences within 500 feet of this event should be notified.**
2. **Prohibit use of gas generators.** One idea is the applicant should secure a source of electricity from an adjacent building(s). Approve the resolution subject to no gas powered generators.
3. Locate kitchen prepware as far away from residential properties as possible. If the commercial building parking lots are used, is there **additional permitting required**?
4. If **generators must be used**, **is there a noise permit required for this? What is the city allowance for this noise next to a residence, in excess of a healthy level of noise, not related to construction or emergency usage?**
5. When breaking down the temporary kitchen, stage and tables, direct the organizer that there are residential properties nearby, and thus some attention should be given to reducing noise especially after 10pm, but after 9pm would be appreciated.
6. **Remove item "B" from the resolution recital,** "The Neighborhood Community Table Event is anticipated to continue to be an annual event." At some point, Adams Street will connect to Starr Ave, and the future of this event at this location is not tenable.

7. I understand that the applicant may request a noise permit in the future from the Police Department if amplified music is to be used. **If amplified music is part of this event like last year, it should be made clear to the City Council before you approve this resolution, so that you understand the scope of this event.**
8. This is not a small neighborhood block party that has a band for a limited amount of time. **This is a significantly large event, with many attendees.** An approximation of the number of tickets expected to be sold should be part of this application, in order to understand the impact of the event. Is it 50 people, 500 people, 1000 people? Are there 100 staff and volunteers? **This should be disclosed to estimate financial impact to the city and inconvenience to nearby residents.**
9. You are approving an event **not only to close Adams Street**, **but to allow the use of adjacent building(s)/parking areas for food/catering preparations and noise generating activities. This should be included in the resolution to be clear to all impacted parties.**

**I would like to remind the City Council that the commercial buildings on Adams were not permitted for public outdoor kitchen event usage. They are permitted as day-time business usage within the office structures, other than the daycare permitted for daytime outdoor playground sounds during normal business hours.**

**I would like to remind the City Council that the gas powered leaf blower ordinance will be enforced as of April 1, 2023; I see no difference between a gas powered generator producing the same amount of DB and pollution constantly operating adjacent to a residential area for 5++ hours and a gas powered leaf blower.**

As commercial events occur next to residential properties, it is imperative that we get along and do our best to minimize impact. I am very disappointed there is no consideration of the residential properties adjacent to this event. Events of this type in St. Helena need to be managed with care and consideration.

Thank you for your attention to this issue.

Tracy McBride,
Phone: 510-517-6202
email: tracymcbride22@gmail.com

What noise levels are acceptable?

Sound is measured in decibels (dB). A whisper is about 30 dB, **normal conversation is about 60 dB**, and a motorcycle engine running is about 95 dB. Noise above 70 dB over a prolonged period of time may start to damage your hearing. Loud noise above 120 dB can cause immediate harm to your ears.

CDC https://www.cdc.gov › nceh › what_...

## What Noises Cause Hearing Loss? | NCEH | CDC




Add a Caption

Saturday • May 21, 2022 • 1:46 PM

Adjust

IMG_2568

Screenshot

PNG

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **CONSENT ITEMS**

**Subject:** **Recommended approval of a resolution authorizing (1) the City Manager to execute Amendment No. 1 with Economy Lock and Key, Inc. for security associated with the Napa Valley College Tenant Improvement Project (NVC-TI) in the amount of $45,000 for a total not-to-exceed $68,523.67 (2) a budget increase of $45,000 to 101-4000-2145 and use of general fund balance of the same.**

**CEQA Determination:** **Not a CEQA project**

**Prepared By:** Martin Beltran, Senior Management Analyst

**Reviewed By:** Mandy Kellogg, Administrative Services Director

**Approved By:** Anil Comelo, City Manager

---

**BACKGROUND**

Recognizing the deterioration of the City's assets, the City Council set in motion a series of studies, working committees, and reports to categorize assets, provide costs estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets. In particular, the work of the SHAPE Committee and the Financing Civic Infrastructure Taskforce provided resources and recommendations that still have merit and may provide to be direction for future or permanent efforts for municipal faculties.

In December of 2019, a near fire broke out in City Hall located at 1480 Main Street, resulting in smoke damage throughout the building. On January 6, 2020, a Special City Council Meeting was held to discuss the cost and anticipated timing of repairs necessary for City Hall (1480 Main Street) and the City's then Public Works Administration Building (1572 Railroad Avenue). On May 25, 2021, the City Council approved a Resolution 2021-73 authorizing the City Manager, or designee, to execute a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as a City Hall and Police facility. The initial term of the lease is for five years with the option to extend

the lease for an additional two-year term. Tenant Improvements (TI's) are necessary in order to facilitate the specific needs of the City.

**DISCUSSION**

On November 22, 2022, the City Manager executed a contract with Economy Lock and Key, Inc. for an amount not-to-exceed of $23,532.67 (Attachment 3). Economy Lock (Consultant) has extensive knowledge of the City's security needs and has assisted the City with setting up the electronic lock system at each of the City's facilities.

The initial agreement included the set up of the electronic lock system, installation of the wireless security system, and the removal and installation of door lock hardware. During the course of the move to Napa Valley College the need was identified for additional security measures. These measures include secured door locks for the main entry and side entry doors, and the access to the Community Development and Public Works Department's area.

Currently, these doors must be manually locked or unlocked. The City plans to increase security of the City Hall campus by replacing the hardware on the external doors to electronic lock facility security system this would eliminate the possibility of doors left unlocked during non-working hours. Doors would be set to automatically unlock and lock based on City Hall hours of operation.Staff and authorized personnel will be issued electronic proximity key fobs that are pre-programmed for specific doors and access points. The additional scope of services will enhance the security of the building by controlling access to the City Hall facility.

Staff is recommending an amendment to the agreement for an additional $45,000 for a total contract amount not-to-exceed $68,523.67.

**FISCAL IMPACT**

The fiscal impact of the Amendment is $45,000 for a total not-to-exceed amount of $68,523.67, resulting in a budget increase to 101-4000-2145 of $45,000 and use of General Fund balance of the same.

**RECOMMENDED ACTION**

Staff recommends adoption of the attached resolution.

**ATTACHMENTS**

Attachment 1: Resolution
Attachment 2: Amendment No. 1 STH Contract FY2023-018
Attachment 3: STH Contract FY 2023-018

# CITY OF ST. HELENA

## RESOLUTION NO. 2023 –

**Authorizing (1) the City Manager to Execute Amendment No. 1 to STH Contract: FY2023-018 in the amount of $45,000 to the Professional Services Agreement with Economy Lock and Key, Inc. for security for the Napa Valley College Tenant Improvement Project (NVC-TI) for a total amount not to exceed $68,523.67; (2) a budget increase of $45,000 to 101-4000-2145 and use of general fund balance of the same.**

A. It has been determined that current City Hall and Police Department facilities have exceeded their functional life; and

B. On May 25, 2021, the City Council approved a Resolution 2021-73 authorizing the City Manager, or designee, to execute a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as a City Hall and Police facility; and

C. On August 6, 2021, a formal lease agreement between the City and the Napa Valley Community College Upper Valley Campus was executed; and

D. On November 22, 2022, the City Manager executed a contract with Economy Lock and Key, Inc. for an amount not-to-exceed of $23,532.67 for security for the Napa Valley College Tenant Improvement Project (NVC-TI); and

E. The agreement's current scope of services does not include the funds, or the additional work needed to allow Economy Lock and Key, Inc. to increase security of the City Hall campus; and

F. The City of St. Helena and Economy Lock and Key, Inc. now desire to execute an amendment to the agreement to expand the scope of the services provided to include

additional security for the Napa Valley College Tenant Improvement Project (NVC-TI) in the amount of $45,000 for a total not to exceed amount of $68,532.67.

**RESOLUTION**

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

1. Authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2023-018 in the amount of $45,000 to the Professional Services Agreement with Economy Lock and Key, Inc. for security for the Napa Valley College Tenant Improvement Project (NVC-TI) for a total amount not to exceed $68,523.67 ;

2. Authorizes a budget increase of $45,000 to 101-4000-2145 and use of general fund balance of the same.

Approved at a Regular Meeting of the St. Helena City Council on March 14, 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 Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

**AMENDMENT NO. 1**
**TO PROFESSIONAL SERVICES AGREEMENT WITH ECONOMY LOCK AND KEY, INC.; STH CONTRACT NO: 2023-018 FOR SECURITY ASSOCIATED WITH THE NAPA VALLEY COLLEGE TENANT IMPROVEMENT PROJECT (NVC-TI) FOR AN ADDITIONAL $45,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $68,523.67.**

This Amendment No. 1 to Professional Services Agreement City of St. Helena STH Contract: FY 2023-018 is made effective on March 14, 2023, by and between the City of St. Helena, a municipal corporation ("City"), and Economy Lock and Key, Inc. ("Consultant").

**RECITALS**

A. On November 22, 2022, the City of St. Helena and Economy Lock and Key, Inc. entered into an agreement for services associated with the security for the Napa Valley College Tenant Improvement Project (NVC-TI); and

B. Economy Lock and Key, Inc. has requested an amendment to the agreement budget in the amount of $45,000 because of tasks that required additional efforts, tasks beyond the original scope of service, and to be able to provide a fully electronic lock facility security system for City Hall; and

D. The City of St. Helena desires to continue utilizing Economy Lock and Key, Inc. to provide these services as they are critical for the Napa Valley College Tenant Improvement Project (NVC-TI); and

E. The City of St. Helena and Economy Lock and Key, Inc. now desire to amend the Agreement for an additional $45,000 for a total not to exceed of $68,523.67.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation, is amended to read as follows:

   "Total compensation shall not exceed $68,523.67…"

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

Entered as of the day and year first above stated.

**CONSULTANT:**
*Signature of Authorized Persons:*

By:
_____

Print
Name:_____

Title:
_____

**CITY OF ST. HELENA**
a Municipal Corporation

By:_____

Print Name: Anil Comelo
Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney St. Helena

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

STH Contract FY: 2023-018

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on November 22, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Economy Lock and Key (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Security for the Napa Valley College Tenant Improvement Project (NVC-TI).

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

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

**SECTION 1 – BASIC SERVICES**

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

**SECTION 2 – ADDITIONAL SERVICES**

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

**SECTION 3 – TIME FOR COMPLETION**

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

**SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, "Compensation"** attached hereto and made a part hereof. Total compensation shall not exceed $23,532.67 unless additional compensation is approved in accordance with Section 2.

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

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

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

## SECTION 5 – STANDARD OF PERFORMANCE

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

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

## SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

**SECTION 7 – INSURANCE REQUIRED**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8 – INDEMNIFICATION**

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

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

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

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

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

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

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

## SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

## SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the

sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

## SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

**SECTION 13 – SUSPENSION OF WORK**

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

**SECTION 14 – COMPLIANCE WITH LAW**

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

**SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

**SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS**

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

## SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

**SECTION 18 – LIMITATION OF LIABILITY**

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

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

**SECTION 19 – COOPERATION BY CITY**

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

**SECTION 20 – NOTICES**

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

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

To Consultant: Michael Rousis
2600 Mendocino Avenue
Santa Rosa, CA 95403

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

**SECTION 21 – TERMINATION**

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

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

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

**SECTION 22 – ATTORNEYS' FEES**

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

**SECTION 23 – ENTIRE AGREEMENT**

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

**SECTION 24 – SUCCESSORS AND ASSIGNS**

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

**SECTION 25 – CONTINUITY OF PERSONNEL**

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

**SECTION 26 – DEFAULT**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

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

**SECTION 27 – WAIVER**

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

**SECTION 28 – LAW TO GOVERN; VENUE**

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

**SECTION 29 – SEVERABILITY**

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

**SECTION 30 – THIRD PARTY BENEFICIARIES**

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

**SECTION 31 – STATUTES OF LIMITATION**

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

**SECTION 32 – SPECIAL PROVISIONS**

Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: _____
Name: Don Rinker
Title: CEO

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____ See next page
Name: Ethan Walsh
Title: City Attorney

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

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

Consultant:

By: _____
Name: _____
Title: _____

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

**Economy Lock & Key**
**2600 Mendocino Ave**
**Suite C**
**Santa Rosa CA 95403**
**Phone: 707-579-3183**

# QUOTE

| DATE | INVOICE # | CUST # |
|---|---|---|
| 10/13/2022 | 0000225486 | 0011049 |

**BILL TO:**

CITY OF SAINT HELENA
ATTN: ACCOUNTS PAYABLE
1480 MAIN STREET
ST HELENA CA 94574

**SHIP TO:**

CITY OF SAINT HELENA
1480 MAIN STREET
ST HELENA CA 94574

| P.O. NUMBER | TERMS | SALES PERSON |
|---|---|---|
| | NET 30 | Michael R |

| QUAN | DESCRIPTION | PRICE EACH | AMOUNT |
|---|---|---|---|
| 1.00 | New Napa College Site Trilogy/Coninental Acc. Wireless Cellular System:<br>Install AL Air Access cellular radio device.<br>Install AL gateway.<br>Install (3) AL expanders. If possible we will use only two and discount one device from price. This depends on radio frequency penetration of bullet-proof wall material.<br>Install (6) Alarm Lock NetworX prox/keypad mortise and trim devices.<br>Install (3) Alarm Lock NetworX prox/keypad lever/latch devices.<br>Set up Continental account and program parameters.<br>Training is included in labor.<br><br>**Please Note: Doors 2A, 11C, and 4AB will require electromagnetic lock devices with NetworX control panels and power supplies. This will be a separate quote. | 3,100.00 | 3,100.00 |
| 1.00 | Alarm Lock Air Radio and Gatway | 419.00 | 419.00 |
| 6.00 | Alarm Lock NetworX Mortise and Trim \| 26D | 1,413.00 | 8,478.00 |
| 3.00 | Alarm Lock NetworX Cyl. Lever \| 26D | 1,374.00 | 4,122.00 |
| 3.00 | Alarm Lock NetworX Air Expander | 225.00 | 675.00 |
| 1.00 | **ANNUAL** Cellular Communicator(AT&T) Fee.<br>Includes cloud-based access control with mobile app. | 660.00 | 660.00 |
| 1.00 | Key Fob 26B 125 kHz (Priced Per) | 7.95 | 7.95 |
| 3.00 | Revision Add: Alarm Lock NetworX Cyl. Lever \| 26D | 1,374.00 | 4,122.00 |
| 1.00 | Revisian Add: Install and program (3) Alarm Lock NetworX prox/keypad lever/latch devices. | 300.00 | 300.00 |
| 1.00 | **Revision add line items are subject to change order depending on doors they will be installed on. Any change order necessary will require written approval.<br>**It is presumed that new revision Alarm Lock devices will be within range of gateways or expanders.<br>**All Alarm Lock hardware has been quoted for standard cylinder housings. If the customer wishes to change to the Best SFIC key system there will be an additional $80.00 per device. This covers the hardware cost increase, SFIC cylinder and keying. | | |

Economy Lock & Key
2600 Mendocino Ave
Suite C
Santa Rosa CA 95403
Phone: 707-579-3183

# QUOTE

| DATE | INVOICE # | CUST # |
|---|---|---|
| 10/13/2022 | 0000225486 | 0011049 |

**BILL TO:**

CITY OF SAINT HELENA
ATTN: ACCOUNTS PAYABLE
1480 MAIN STREET
ST HELENA CA 94574

**SHIP TO:**

CITY OF SAINT HELENA
1480 MAIN STREET
ST HELENA CA 94574

| P.O. NUMBER | TERMS | SALES PERSON |
|---|---|---|
| | NET 30 | Michael R |

| QUAN | DESCRIPTION | PRICE EACH | AMOUNT |
|---|---|---|---|

| | |
|---|---|
| SUBTOTAL | $21,883.95 |
| TAX | $1,648.72 |
| TOTAL | $23,532.67 |

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>LEHR INSURANCE AGENCY<br>2240 PROFESSIONAL DR<br>SANTA ROSA CA 95403 | CONTACT NAME: Joe Lehr<br>PHONE (A/C, No, Ext): 707-546-3700 FAX (A/C, No): 707-525-0275<br>E-MAIL ADDRESS: joelehr@allstate.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : The Hartford — 29424 |
| INSURED<br>Economy Lock & Key, Inc.<br>dba Acme Security Center, Inc.<br>2600 Mendocino Ave<br>Santa Rosa, CA 95401 | INSURER B : Allstate Insurance Company — 19232 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | Y | Y | 01SBABF2595 | 07/08/2022 | 07/08/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | Y | Y | 648902698 | 06/27/2022 | 06/27/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | Y | 01SBABF2595 | 07/08/2022 | 07/08/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 01WEGAG6J9P | 07/01/2022 | 07/01/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | DATA BREACH - DEFENSE & LIAB COVG | | | 01SBABF2595 | 07/08/2023 | 07/08/2023 | Limit | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Napa Valley College
Certificate holder is Additional Insured.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of St. Helena<br>1572 Railroad Avenue<br>St. Helena, CA 94574 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Sarah Lehr<br>Digitally signed by Sarah Lehr<br>DN: cn=Sarah Lehr, o=Lehr Insurance, ou, email=sarahlehr@allstate.com, c=US<br>Date: 2022.11.17 13:13:11 -08'00' |

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Policy Number: 01SBABF2595

SB-146932-E

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   **b.** Any express warranty unauthorized by you;

   **c.** Any physical or chemical change in the product made intentionally by the vendor;

   **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   **e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   **f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

   **h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      **(1)** The exceptions contained in Subparagraphs **d.** or **f.**; or

      **(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

**(1)** The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

**(2)** The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

**(3)** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

**(1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**(b)** The construction, erection, or removal of elevators; or

**(2)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

**(1)** Their financial control of you; or

**(2)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to lease that land; or

2002000764030843576366

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. **LEGAL LIABILITY – DAMAGE TO PREMISES**

**A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k. Damage To Property,** is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you;

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

C. The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage" to any one premises,** while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

**(1)** You or any additional insured that is an individual;

**(2)** Any partner, if you or an additional insured is a partnership;

**(3)** Any manager, if you or an additional insured is a limited liability company;

**(4)** Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

**(5)** Any trustee, if you or an additional insured is a trust; or

**(6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**7. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

**"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

a. The insured; or

b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

b. The following is added to Exclusions, **Section B.:**

2002000764030843576366

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

c. This provision **(Expanded Personal and Advertising Injury)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

Policy Number: 648902698

**COMMERCIAL AUTO**
**AA CW 20 10 11**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO ENHANCEMENT ENDORSEMENT

**Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

**D. Physical Damage Coverage for Temporary Substitute and Leased Autos**

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II – LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.

e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
   (1) If there is similar insurance provided to that organization; or
   (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to $500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

**c. Personal Effects Coverage**

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to $500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

**5. Lease and Loan Gap Coverage**

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of it's affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Policy Number: 648902698

Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

**POLICY NUMBER** : 01SBABF2595

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any entry or organization when required by written contract.

**Section C. – Who Is An Insured** is amended to include the following:

**a.** The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(1)** The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

**(2)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

**(3)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

**(4)** Monitoring, sampling, or testing service necessary to perform any of the services included in **(1), (2)** or **(3)** above;

**(5)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1), (2)** or **(3)** above;

**c.** The insurance afforded to these additional insureds only applies to the extent permitted by law.



© 2019, The Hartford
(Includes copyrighted material of Insurance Services Office, Inc., with its permission)

POLICY NUMBER : 01SBABF2595
01WEGAG6J9P



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**BUSINESS LIABILITY COVERAGE FORM**
**WORKERS COMPENSATION COVERAGE FORM**

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.



© 2000, The Hartford

POLICY NUMBER: 01SBABF2595 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

Any entry or organization when required by written contract.

**Description of Work Performed for the Additional Insured:**

**A.** **Section II - Who Is An Insured** is **amended** to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

**B.** With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The following is **added** to **4.a.** of **Other Insurance** of **Section IV - Commercial General Liability Conditions:**

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.

© 2019, The Hartford
(Includes copyrighted material of Insurance Services Office, Inc., with its permission)

**POLICY NUMBER:** 01SBABF2595

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any entry or organization when required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section C. – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



© 2011, The Hartford
(Includes copyrighted material of Insurance Services Office, Inc., with its permission)

# EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.
**Carrier, Policy Number and Policy Period:**

**A.** SENTINEL INSURANCE COMPANY, LIMITED

01 SBM BF1273 07/08/21 TO 07/08/22

| Type of Coverage | Applicable Limits |
|---|---|
| ( X ) Business Liability - including: | Bodily Injury and Property Damage Liability Combined<br>$2,000,000 each occurrence<br>$4,000,000 general aggregate |
| Employees as Additional Insureds<br>Contractual Liability<br>Limited Non-Owned Watercraft<br>Additional Insureds<br>Damages To Premises Rented To You | Property Damage Liability<br>$1,000,000 each occurrence |
| ( X ) Personal and Advertising Injury | $2,000,000 |
| ( X ) Products/Completed Operations | $4,000,000 Prod./Comp. Ops. aggregate |
| ( ) Hired Auto and Non-Owned Auto | Limit of Liability |

**B.**

| | |
|---|---|
| ( ) Comprehensive Automobile Liability - Owned Automobiles | Bodily Injury Liability<br>each person<br>each accident<br>Property Damage Liability<br>each accident |
| ( ) Non-Owned Automobiles | Bodily Injury and Property Damage Liability Combined<br>each accident |
| ( ) Hired Automobiles | each occurrence |
| ( ) Uninsured Motorist | |

**C.**

| | |
|---|---|
| ( ) Employer's Liability | each accident*<br>each employee by disease*<br>total policy by disease* |

**D.**

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

**(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)**

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

## EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

**POLICY NUMBER:** 01 SBM BF1273

**Carrier, Policy Number and Policy Period:**
**E.**

| Type of Coverage | Applicable Limits |
|---|---|
| ( ) Foreign Commercial General Liability- including: | each occurrence |
| Personal and Advertising Injury | Personal and Advertising Injury aggregate |
| Products/Completed Operations | Products/Completed Operations aggregate |
| ( ) Foreign Contingent Auto Liability | each accident |
| ( ) Foreign Employer's Liability | each accident *<br>each employee by disease*<br>total policy by disease* |

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

**(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)**

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

Report to the City Council
Regular City Council - 14 Mar 2023 -
REPUBLISHED WITH PRESENTATION

**Agenda Section:** **OLD BUSINESS**

**Subject:** **Presentation of the Water and Wastewater Rate Study Recommendations for the Capital Improvement Program, Financial Plan Scenarios, and Rate Structure Alternatives.**

**CEQA Determination:** **Not a CEQA project**

**Prepared By:** Mandy Kellogg, Administrative Services Director

**Reviewed By:** April Mitts, Assistant City Manager

**Approved By:** Anil Comelo, City Manager

---

**BACKGROUND**

The City's key objective of the current Water and Wastewater Rate Study (rate study) is to minimize the growth of the rates while ensuring that sufficient funds are generated to provide for a stable and well-functioning water and wastewater system. To ensure that this objective is achieved, the City engaged a Water and Wastewater Rate Study Advisory Committee to collaborate in the following:

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

The Water & Wastewater Rate Study Advisory Committee participated in a total of eleven meetings to review materials related to the rate study and make recommendations to City Council regarding key components of the study.

**DISCUSSION**

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

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

On March 25, 2022, the City Council approved a resolution authorizing the City Manager to execute a Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study based on their experience as one of the largest firms in California, and the country, specializing in financial, rate, and management consulting for water, wastewater, and stormwater utilities. In addition, Raftelis has assisted numerous agencies in California implementing conservation-based rate structures, with special consideration for climate variation, cyclical drought conditions, and long-term passive conservation.

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

- Task 1: Project Initiation, Management, and Data Collection. Public input and engagement will be sought at this initial stage, as well as throughout the rate study process during public outreach and workshops identified in the project tasks.
- Task 2: Financial Plan Development for Water and Wastewater Services - This will include creation of a model to examine the utilities' 10-year financial plan to determine additional revenue required to ensure the financial integrity of the City's water and wastewater enterprise funds.
- Task 3: Cost-of-Service Analysis - This analysis will determine updated cost allocations to the City's utility systems to ensure costs are fairly recovered across user classes.

- Task 4: Rate Survey - This survey will provide a comparative rate analysis of comparable communities.
- Task 5: Rate Design - Rate models will be developed with flexibility to compare the current rate structures with proposed alternatives.
- Task 6: Capital Renewal & Replacement (R&R) Considerations and Scenarios - Alternative capital financing strategies will be developed to allow the City to best meet its fiscal and public policy objectives.
- Task 7: Rate Study Report - This report will document the methodology used to calculate the City's water rates and demonstrate conformance with cost-of-service principles, developed with the legal requirements of Proposition 218, and guidance from the City's legal counsel.
- Task 8: Customer Impacts and Sensitivity Analysis - The customer impact analysis will include data that shows projected rate impacts by customer class at various levels of usage.
- Task 9: City Council Workshops - This task will include three Rate Workshops.
- Task 10: Proposition 218 Noticing and Public Hearing
- Task 11: Community Engagement and Stakeholder Information Sessions - This task will include four community meetings conducted in an Open House format and one virtual community meeting.

On February 28th, City staff and Raftelis provided an update to City Council detailing the completed tasks of the rate study and recommendations that had been made up to that point by the Water and Wastewater Rate Study Advisory Committee ("Advisory Committee"). As a result of the collaboration and dedication of the committee members several important decisions were made to further the progress of the rate study, which consist of the following:

1. Recommendation for the Water and Wastewater Capital Improvement Program to be included in the rate study. This recommendation includes a hybrid of the Capital Improvement program prepared by the Public Works Department that removes the Recycled Water Project. Removing this project reduces the impact on the recommended water and wastewater rates and allows the City to conduct a study to determine the needs and future use of the recycled water.
2. Recommendation for the Water and Wastewater Financial Plan scenarios. This recommendation maintains the existing reserve policy for the Water and Wastewater funds and achieves the necessary revenue requirements to fund the recommended Capital Improvement Program.

On March 7, 2023, the Water and Wastewater Rate Study Advisory Committee met to review three alternative rate structures for the water rates, one rate structure for the wastewater rates, private fire charges, elevation surcharges, possible differential between inside and outside city limits, and drought rates/surcharges.

After extensive review and deliberation amongst the committee members the following recommendations are being made to the City Council:

1. Recommendation of Water Rate Structure Alternative 2, which includes a 28% increase to the water rates. This model tiers all customer classes the same and differentiates tiers by water source of supply while recovering 40% of the total rate revenues through the fixed charges.
2. Recommendation of the proposed Wastewater Rate Structure, which includes a 50% increase to the wastewater rates. This model maintains the existing rate structure for all customer classes.
3. Recommendation of the proposed Private Fire Charges based on the fire line diameter.
4. Recommendation to defer decision to City Council based on consultant recommendation of not including elevation surcharges due to the de minimis amount of cost and revenue relative to the total revenue requirement.
5. Recommendation to defer the decision to City Council to differentiate rates between inside and outside city limits. Staff/Consultant do not recommend further evaluation due to absence of a cost-of-service difference that warrants a differential.
6. Recommendation of Drought Rate Alternative 2, which is based on a percentage increase based on tiers and increases from Phase I to Phase II and from Phase II to Phase III.

Please see the attachments for additional information and explanation.

As evidenced from both the background and discussion sections, there has been an extensive amount of time and resources invested by the committee, staff, and consultant on this rate study. Deliberations and recommendations by the committee were not easy. It is important to note that the committee members were not unanimous in making the recommendation for Water Rate Structure - Alternative 2, which was moved forward by the committee with a 4-2 vote; however, they were unanimous on recommendations 2 - 6 above.

City staff is requesting the City Council to affirm the recommendations for the Water and Wastewater Rate Study Committee or to make alternative recommendations to be included in the final rate study report.

The timeline for the outstanding tasks to complete the rate study is as follows:

| **Task** | **Description** | **Date** |
|---|---|---|
| Water and Wastewater Rate Study Report | Complete Report for Presentation to City Council | March 28, 2023 |
| City Council Meeting | Rate Authorization and First Hearing | March 28, 2023 |
| Customer Noticing | Mail Proposition 218 Notices | March 31, 2023 |

| | | |
|---|---|---|
| City Council Meeting | Second Hearing and Adoption of Rates | May 23, 2023 |
| Customer Outreach | Customer Educations, Conservation, and Compliance | April - June 2023 |
| Rate Implementation | Effective Date of Adopted Rates | July 1, 2023 |

**FISCAL IMPACT**

There is no financial impact associated with this report.

**RECOMMENDED ACTION**

Review and discuss the Water and Wastewater Rate Study Advisory Committee recommendations of the Capital Improvement Program, Financial Plan Scenarios, and Rate Structure Alternatives and make final recommendations to be included in the final rate study report.

**ATTACHMENTS**

Attachment A - Recommended Water and Wastewater CIP
Attachment B - Recommendation for the Water and Wastewater Financial Plan scenarios
Attachment C - Rate Alternatives Comparison
Attachment D - Water and Wastewater FAQ
Water and Wastewater Rate Study Raftelis Presentation March 14 2023

**City of St. Helena 10-Year Water Capital Improvement Program**

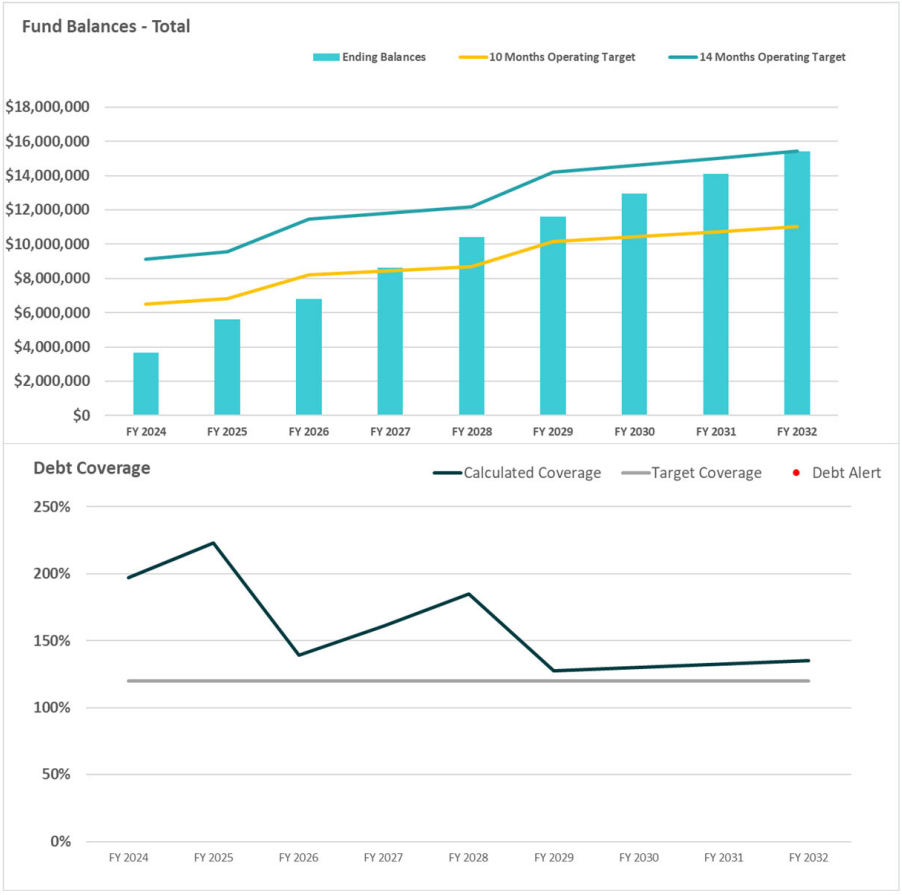
| Project | Funding Source | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| W-109 Bell Canyon Intake Tower Replacement | Unrestricted | | | $329,323 | $2,963,904 | | | | | | |
| W-80 Dwyer Road Booster Pump Station | Unrestricted | | | $900,000 | | | | | | | |
| W18-113 SCADA Improvements - Offsite Communications | Unrestricted | | | $160,000 | $320,000 | $320,000 | | | | | |
| W-86 Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade) | Unrestricted | | | | $304,494 | $1,370,221 | $1,370,221 | | | | |
| PWTM-1 Napa Intertie Pipeline Replacement | Unrestricted | | | $1,143,000 | $2,286,000 | $2,286,000 | | | | | |
| Smart Water Meters | Unrestricted | | | $394,000 | $788,000 | $788,000 | | | | | |
| W21-01 Kearney & Andrea Water Main Replacement | Unrestricted | | $875,705 | | | | | | | | |
| W-101 Rehabilitate Tank 2 at Lower Reservoir | Unrestricted | | $940,000 | | | | | | | | |
| W18-111 WTP Condition Assessment | Unrestricted | | $200,000 | | | | | | | | |
| Napa Intertie Pump Station Replacement (Construction) | Unrestricted | | | | $200,000 | $100,000 | $500,000 | $10,000,000 | | | |
| Napa Intertie Pump Station Replacement (DESIGN) | Unrestricted | | $400,000 | $1,900,000 | | | | | | | |
| Water Treatment Plant (Water Treatment Plant Rehabilitation) | Unrestricted | | | | | | | $400,000 | $4,000,000 | $4,000,000 | |
| PWTM-2 Water Treatment Plant Transmission Main Replacement | Unrestricted | | | $1,590,800 | $3,181,600 | $3,181,600 | | | | | |
| W18-118 Water Main Annual Replacement Program Allowance | Go-Bond | | $288,000 | $288,000 | $288,000 | $288,000 | $288,000 | | | | |
| PWRR-1 Yr 6-10 - Water Main Annual Replacement Program allowance (not funded by GO Bond) | Unrestricted | | | | | | | $197,350 | $197,350 | $197,350 | $197,350 |
| PWRR-1 Future Allowance for Pipeline R/R (Years 11-15) | Unrestricted | | | | | | | | | | |
| PFAS Sampling Project | Unrestricted | | $25,000 | | | | | | | | |
| Disinfection By Products Project | Unrestricted | | $50,000 | | | $323,000 | $323,000 | | | | |
| Risk and Resilience Assessment Report dated January 2022 - Additional recommended items | Unrestricted | | $75,000 | $75,000 | | | | | | | |
| Cyber-Security Implementation | Unrestricted | | $25,000 | $25,000 | | | | | | | |
| Asset Management Program Development | Unrestricted | | | | $50,000 | | | | | | |
| Asset Management Software Assessment & Optimization planning | Unrestricted | | | | $15,000 | | | | | | |
| CMMS Purchase & Setup | Unrestricted | | | | | $50,000 | | | | | |
| ArCommercialIS Purchase & Setup | Unrestricted | | $35,000 | $15,000 | | | | | | | |
| Allocated RW CIP | Unrestricted | | $250,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | **$0** | **$3,163,705** | **$6,820,123** | **$10,396,998** | **$8,706,821** | **$2,481,221** | **$10,597,350** | **$4,197,350** | **$4,197,350** | **$197,350** |

City of St. Helena 10-Year Wastewater Capital Improvement Program

| Project | Funding Source | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S-52 WWTP Phase I Upgrades | USDA | $12,061,800 | $1,340,200 | | | | | | | | |
| S23-01 Recycled Water - Deliver Recycled Water to Crane Park's Irrigation (Design only) | Unrestricted | | $50,000 | | | | | | | | |
| WWTP Pond Cleaning, Decommissioning, and Repurpose | Unrestricted | | | | | $500,000 | $500,000 | | | | |
| W-86 Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade) | Go Bond | | $248,000 | $248,000 | $248,000 | $248,000 | $248,000 | | | | |
| PWTM-1 Napa Intertie Pipeline Replacement | Go Bond | | | $570,000 | $570,000 | | | | | | |
| WWGM-6 Del Campo Curt | Go Bond | | | $608,000 | | | | | | | |
| W21-01 Kearney & Andrea Water Main Replacement | Go Bond | | $222,000 | | | | | | | | |
| W-101 Rehabilitate Tank 2 at Lower Reservoir | Unrestricted | | | $60,000 | | | | | | | |
| W18-111 WTP Condition Assessment | Unrestricted | | $669,600 | $669,600 | $669,600 | $669,600 | $669,600 | | | | |
| WWRR-4 Model Update and System Analysis | Unrestricted | | | | $50,000 | | | | | | |
| WWRR-5 CCTV Inspection Phase 2 | Unrestricted | | | | | | | $328,500 | $328,500 | | |
| WWRR-6 Address R/R needs from Phase 1 CCTV Program Years 6-10 & 11-20 | Unrestricted | | | | | | | $357,350 | $357,350 | $357,350 | $357,350 |
| Asset Management Program Development | Unrestricted | | | | $50,000 | | | | | | |
| W18-118 Water Main Annual Replacement Program Allowance | Unrestricted | | | | $15,000 | | | | | | |
| CMMS Purchase & Setup | Unrestricted | | | | | $50,000 | | | | | |
| PWRR-1 Future Allowance for Pipeline R/R (Years 11-15) | Unrestricted | | $35,000 | $15,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S21-01 WWTP Recycled Pipeline and Pump Station (design only) | Unrestricted | $0 | $250,000 | $0 | $0 | | $0 | $0 | $0 | $0 | $0 |
| | | **$12,061,800** | **$2,814,800** | **$2,170,600** | **$1,602,600** | **$1,467,600** | **$1,417,600** | **$685,850** | **$685,850** | **$357,350** | **$357,350** |

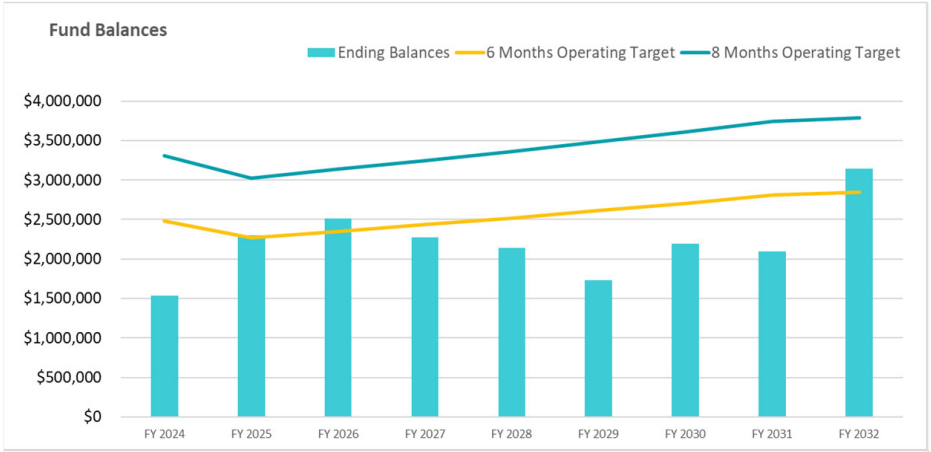
# Scenario 2 (Hybrid CIP)

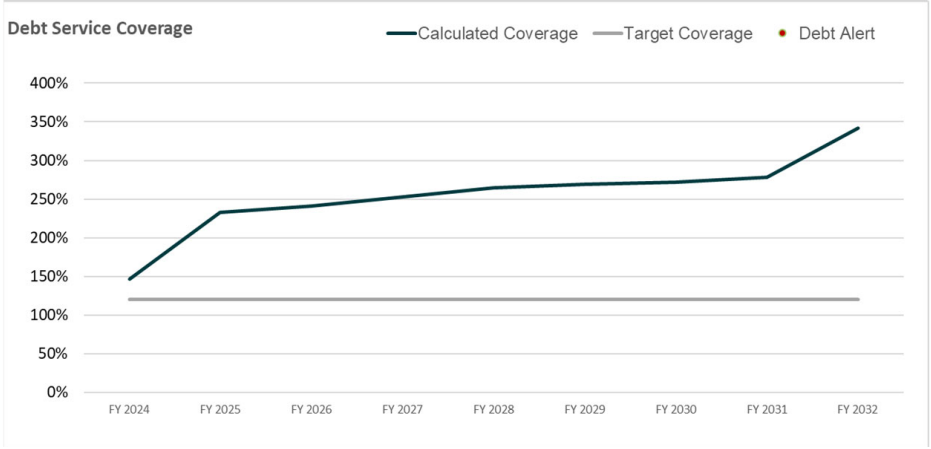
| Fiscal Year | Revenue Adjustment | Proposed Debt |
|---|---|---|
| FY 2024 | 28% | $10,500,000 |
| FY 2025 | 8% | $0 |
| FY 2026 | 8% | $23,000,000 |
| FY 2027 | 8% | $0 |
| FY 2028 | 8% | $0 |
| FY 2029 | 3% | $24,000,000 |
| FY 2030 | 3% | $0 |
| FY 2031 | 3% | $0 |
| FY 2032 | 3% | $0 |



# Scenario 2 (Hybrid CIP)

| Fiscal Yearas | Revenue Adjustment | Proposed Debt | Proposed Interfund Loan |
|---|---|---|---|
| FY 2023 | 0% | $0 | $873,610 |
| FY 2024 | 50% | $3,000,000 | $1,000,000 |
| FY 2025 | 4% | $0 | $0 |
| FY 2026 | 4% | $0 | $0 |
| FY 2027 | 4% | $0 | $0 |
| FY 2028 | 4% | $0 | $0 |
| FY 2029 | 3% | $0 | -$873,610 |
| FY 2030 | 3% | $0 | $0 |
| FY 2031 | 3% | $0 | -$1,000,000 |
| FY 2032 | 3% | $0 | $0 |



# Rate Alternatives – Qualitative Comparison

| Rate Structure | Benefits | Challenges |
|---|---|---|
| **Current Structure**<br>(Uniform Commodity for All @ 35% Fixed Revenue) | • Simple to understand and administer<br>• Treats all customers equally<br>• More stable revenues relative to tiered alternatives | • Does not differentiate by class<br>• Does not differentiate by source of supply<br>• Less price signal than tiered rates<br>• Perception that large users get a break relative to small volume users<br>• Does not provide lowest cost for essential use |
| **Alternative 1**<br>(Residential 3-Tier & Non-Residential Uniform) | • Acknowledges class demand patterns within the cost to serve<br>• For residential, differentiates from low cost to high-cost source of supply<br>• Industry and California "standard approach" to rate setting | • Recovers some fixed costs in the highest residential tier – less stable revenue<br>• Many subjective policy decisions required<br>• Industrial, commercial, and landscape class rates<br>• Does not promote conservation by industrial, commercial, or landscape classes<br>• Historic level of fixed revenue recovery but less relative to Alt 2 and 3 |
| **Alternative 2**<br>(3-Tier for All Classes @ 40% Fixed Revenue) | • Differentiates from low cost to high-cost source of supply for all users<br>• Increases fixed revenue for revenue stability<br>• Perception that all users pay their fair share<br>• Simple to understand and administer | • Recovers a significant degree of fixed costs in the highest tiers (more than Alt 1 and 3)<br>• Increases fixed revenue base, reducing control of the customer bill |
| **Alternative 3**<br>(3-Tier for All Classes @ 50% Fixed Revenue) | • Differentiates from low cost to high-cost source of supply for all users<br>• Increases fixed revenue base for revenue stability<br>• Perception that large volume users pay their fair share<br>• Simple to understand and administer | • Recovers a significant degree of fixed costs in the highest tiers (more than Alt 1)<br>• Increases fixed revenue base, reducing control of the customer bill (more than Alt 2)<br>• Reduces conservation price signal relative to Alt 2 |

ATTACHMENT D

# City of St. Helena – Water and Wastewater FAQ's

**Can non-City water customers be charged a higher rate for water?**
Per California Constitution Article 13D, water rates imposed must meet several requirements, one of which provides that the amount of a fee or charge imposed upon any customer shall not exceed the proportional cost of the service attributable to the parcel. What this means is that the City cannot charge a higher rate for a customer based on location unless it can be justified that it costs more to deliver water to a particular geographical region. The City is currently undergoing a rate study in which this option is being evaluated.

**Why can't the City cancel the water agreements that provide water to customers outside the City's boundaries?**
The City has water agreements with certain customers located outside the City limits that have been City customers for many years, dating to a time before the City's current policy of not providing new water service to customers outside the City limits. The water agreements are not the basis for City's water service to these customers, they instead impose a limitation on water useage to no more than the customers historic levels of use. The City has had a long-standing policy of requiring historic customers outside of the City limits to enter into water agreements as a condition of any new development, to ensure that the new development would not increase water usage beyond historic levels. If the water agreements were cancelled, these customers would still receive City water, and would not be subject to the limitations set forth in the water agreements. This would not be a desirable outcome for the City or its water system.

**If we cannot cancel the water agreements, can we charge them a higher rate than residential customers?**
The vast majority of the City's water agreements are agreements with historic water customers outside of the City. For these customers, a higher rate cannot be charged for water use simply because a water agreement is in place. Per California Constitution Article 13D, water rates imposed must meet several requirements; one of which maintains the amount of a fee or charged imposed upon any customer shall not exceed the proportional cost of the service attributable to the parcel. All water agreement customers pay the same per unit price of water as every other potable water customer in the St. Helena Water Enterprise system. The City does have a small number of agreements for raw (untreated) water, which is sold based on a negotiated rate. The City does have more flexibility to negotiate a different rate for these types of agreements because this water is not provided as part of the City's water system. The City could take a similar approach when providing recycled water as that program develops. However, most of the parties with water agreements are historic customers of the City's water system and are subject to the same rates as all other customers.

**Can the City Cancel the Carpenter Water Agreement?**
The City Attorney is aware of the concerns raised with regard to the Carpenter Agreement and is preparing to provide a recommendation to the City Council in connection with the agreement and the subject property. It is important to note, however, that the owner of the Carpenter property has certain water rights secured through the State Water Board, and the agreement provides that the water that is conveyed to the Carpenter property is only that water for which the property owner has secured water rights. In that sense the owner of the Carpenter property is different than other water customers.

**2011 and 2016 Rate Studies - Planned vs. Actual 10-Year Summary (FY 2012 through FY 2021)**
In 2021, staff worked with an independent CPA to compare the 10-Year planned spending vs. the actual spending for the Water and Wastewater enterprises. The Wastewater fund estimated total of $4.8 million would be spent on CIP and the City spent $4.1 million which used 85% of the 10-Year CIP budget. Total estimated revenue for the wastewater system was $29 million, but the actual collected was $26.9 million - $2.1 million less than anticipated. The Water fund estimated $17.2 million would be spent on Capital Improvement Projects (CIP). The City spent $11.3 million or 66% of the CIP budget for the 10-Year period. There was a difference of $5.9 million, of which $5.2 million worth of work was intended to be funded by debt which was never issued and the money collected is available in fund balance. Total estimated revenue for the water system was $58.9 million, but the actual collected was $56.3 million - $2.7 million less than anticipated.

# City of St. Helena – Water and Wastewater FAQ's

**What water rates do customers who have water agreements pay compared to customers who do not have agreements?**
Water agreement customers pay the same unit price of water as every other potable water customer in the St. Helena Water Enterprise system, as required by California Constitution Article 13D.

**When the City was in a Phase II water emergency, penalties were collected for those customers who exceeded their water allocations, where were these funds placed and what were they used for?**
All funds collected through penalties was placed in the City's Water Enterprise Fund and used for the following: offset revenue losses due to conservation, the first intallment of the Hall settlement agreement (per City Council Direction), and to pay for additonal resources necessary to implement the Phase II water restrictions.

**Is it bad practice to have the same person handling the financial accounts for the General Fund and the Water and Wastewater Utility Funds?**
No, this is a standard practice and is acceptable. Local government finance departments almost always support all funds within their respective governments' scope of control. Best practices for internal control focus on role-based segregation of duties, e.g., bank reconciliation vs. deposits; not the functions supported. Additionally, there is no best practice recommendations proposed by a recognized standards setting body (Governmental Accounting Standards Board – GASB) that call for separating the staff that support the general fund from staff that support enterprise funds.

**Are the City's financial's are audited on an annual basis?**
Yes, annually, the City's financial statements are audited by an independent public accounting firm fully licensed and qualified to perform audits of public agencies within the State of California. The Annual Comprehensive Finacial Report (ACFR) is prepared in accordance with Generally Accepted Accounting Pricicples (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The ACFR contains a citywide view of all governmental and business-type (Water/Wastewater) activities, as well as the financial position and operating results of the City's major funds. The financial statements included in the ACFR represent all City funds, and the water and wastewater funds receive explicit audit coverage in auditors work and opinions.

**Is the City seeking grant opportunities to help offset Water and Wastewater Capital Improvement Program Project Costs?**
Yes, the City is actively pursuing grants, which includes funds for critical, and costly, Water and Wastewater capital projects. The City has retained California Consulting to continually review grants available and work with staff to determine if the City is elgible to apply for such grant funding.

**Can the City utilize tiered water rates?**
Yes, the Water and Wastewater Advisory Committee has requested several alternative rate structures which include tiered rates. While tiered or inclined rates that go up progressively in relation to usage are consistent with California law, the tiers must still correspond to the actual cost of providing service at a given level.

**Why haven't some of the older Capital Improvement Program Projects been completed?**
There are a varity of reasons why projects may have not been completed which includes, but is not limited to: staff turnover and vacancies, project costs exceeded estimates, lack of funding, and lack of optimal staffing levels.

**What is being done to ensure Capital Improvement Program Projects will be completed following the adoption of the new rates?**
While key staff vacancies remain, staff is embarking on retaining consultants for a variety of porject delivery/"owner representation" services to ensure timely development, delivery, and commissioning of the projects critical to the sustainable operations of the water and wastewater systems.

RAFTELIS



# City of St. Helena

## Water and Wastewater Rate Study

Rate Recommendation Presentation | March 14, 2023

# Big Picture



- City Council's goal for *Fiscal Sustainability*
- Correlation to *Quality of Life* and property values
- All alternatives result in infrastructure improvements
- Thanks to Staff and Raftelis
- Kudos to Water and Wastewater Rate Study Committee

# Water and Wastewater Advisory Committee

Mario Trinchero, *Chair*

Walter Nirenberg, *Vice Chair*

Arlene Corsetti, *Committee Member*

Sean Maher, *Committee Member*

Peter Mcrea, *Committee Member*

Garry Rose, *Committee Member*

Mark Smithers, *Committee Member*



# The Advisory Committee was Tasked with…



Addressing financing options for CIP projects ✓



Reviewing assumptions that inform the financial plans ✓



Ensuring equitable cost recovery from water and wastewater users ✓



**Recommending appropriate rates and changes after evaluating several alternatives** ✓

# Aligning with Community Values:

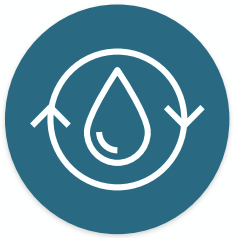
## All rate structure alternatives achieve these goals



**Deliver equity**, so all customers, whether residential or commercial, will pay their fair share for service



**Ensure the utilities' financial stability,** so costs will be fully covered, and allow for $55.5 million in critical capital reinvestment in our aging system

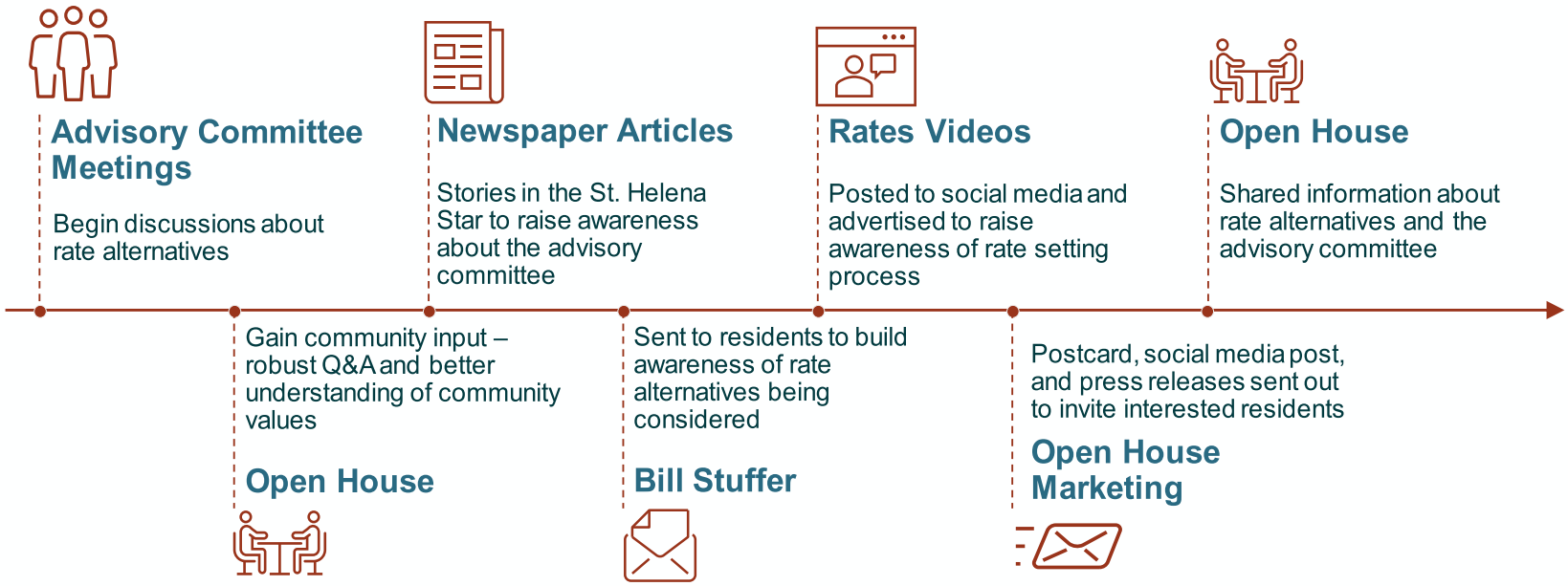


**Promote conservation and water efficiency,** so that customers who use the most water will have an economic incentive to conserve

# Rate Study Advisory Committee



# Community Outreach



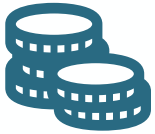
# Long-Range Financial Plan Drivers



Inflationary Pressures



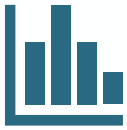
Supply Sources and Costs



Cash Reserves



Future Borrowing Terms and Assumptions



Baseline Water Sales Estimates



Capital Reinvestment

# Financial Plan Results & Recommendation

## Necessary Gross Revenue Increases by Utility:

28% for water in year one

Primary financial driver is the long-term CIP

50% for wastewater in year one

Primary financial drivers are the operating cost environment, and the current cash position

# Disclaimer

**All rates shown in this presentation are subject to final review by:**

RAFTELIS

City Staff

Legal Counsel

**All rates shown are *inclusive* of the proposed year one increases from the recommended financial plans:**

**Water:** 28% gross revenue increase

**Wastewater:** 50% gross revenue increase

# Water Rates



# Comparing Rate Structure Alternatives

| | Alternative 1 | Alternative 2 | Alternative 3 |
|---|---|---|---|
| **Community Values/Priorities** | | | |
| Promotes conservation and water efficiency | Yes | Yes | Yes |
| Fully-funded 5-year, $55.5 million investment in system modernization | Yes | Yes | Yes |
| All customer types pay their fair share of costs they place on the system | Yes | Yes | Yes |
| | | | |
| **Key Characteristics** | | | |
| Common rate structure in CA? | Yes | No | No |
| Risk of missing revenue targets | Low | Very Low | Exceptionally Low |
| Considers costs of different water sources | Yes | Yes | Yes |
| Affordability for low water users | Better | Best | Good |
| Degree of conservation price signal | Good | Best | Better |
| Customer's control over bill | Best | Better | Good |

12

*Current water rate structure is a uniform commodity rate that varies by season, but not class*

# Water Rate Structure –

## Final Alternatives Evaluated

| | Alternative #1 | Alternative #2 | Alternative #3 |
|---|---|---|---|
| Residential Structure | 3-Tier by demand pattern | 3-Tier by water supply | 3-Tier by water supply |
| Non-Residential Structure | Uniform by class | 3-Tier by water supply | 3-Tier by water supply |
| Fixed Revenue (%) | 35% | 40% | 50% |

*Current water rate structure is a uniform commodity rate that varies by season, but not class*

# Rate Structure Alternative #2:

**A single 3-Tier structure for all users, bi-monthly tiers defined by water supply**



# Alternative 2 Water Use Rate Components

## (Tiers differentiated by source of supply)

| Components | Surface Water | Groundwater | Purchased Water | Base | Conservation |
|---|---|---|---|---|---|
| **All Classes** | | | | | |
| Tier 1 | ✓ | | | ✓ | |
| Tier 2 | | ✓ | | ✓ | ✓ |
| Tier 3 | | | ✓ | ✓ | ✓ |



**Water Supply**: Source water costs for Bell Canyon surface water, Stonebridge Wells groundwater, and purchased water from the City of Napa



**Base:** System costs for delivering water during average daily demand conditions

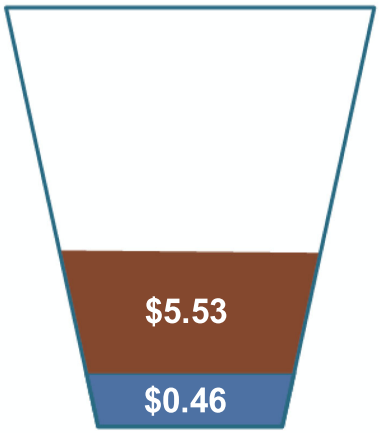


**Conservation:** Costs of outreach, messaging, public information, efficiency programs, rebates, and other conservation-specific programs

# Alternative 2: Water Use Rates

## (Tiers differentiated by source of supply, 40% Fixed)

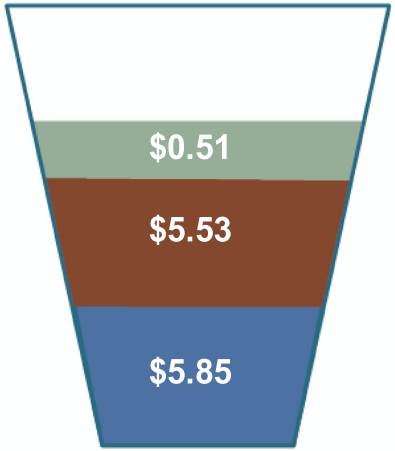
**Tier 1 (0-11 hcf)**




Proposed Rate: $5.99

Current Rate: $6.87

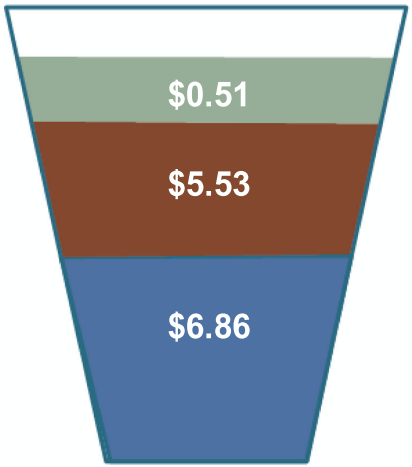
**Tier 2 (12-15 hcf)**




Proposed Rate: $11.90

Current Rate: $7.63

**Tier 3 (16+ hcf)**




Proposed Rate: $12.91

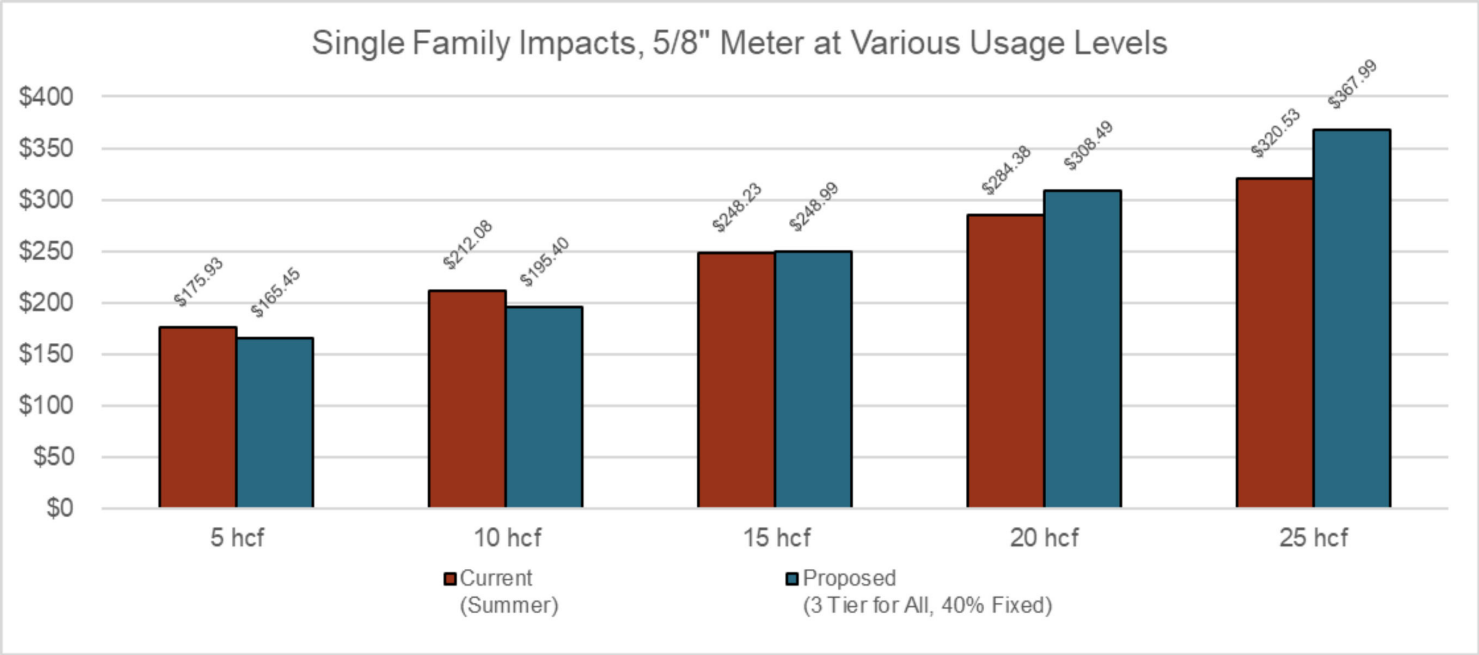
Current Rate: $7.63

# Alternative 2: Fixed Service Charges

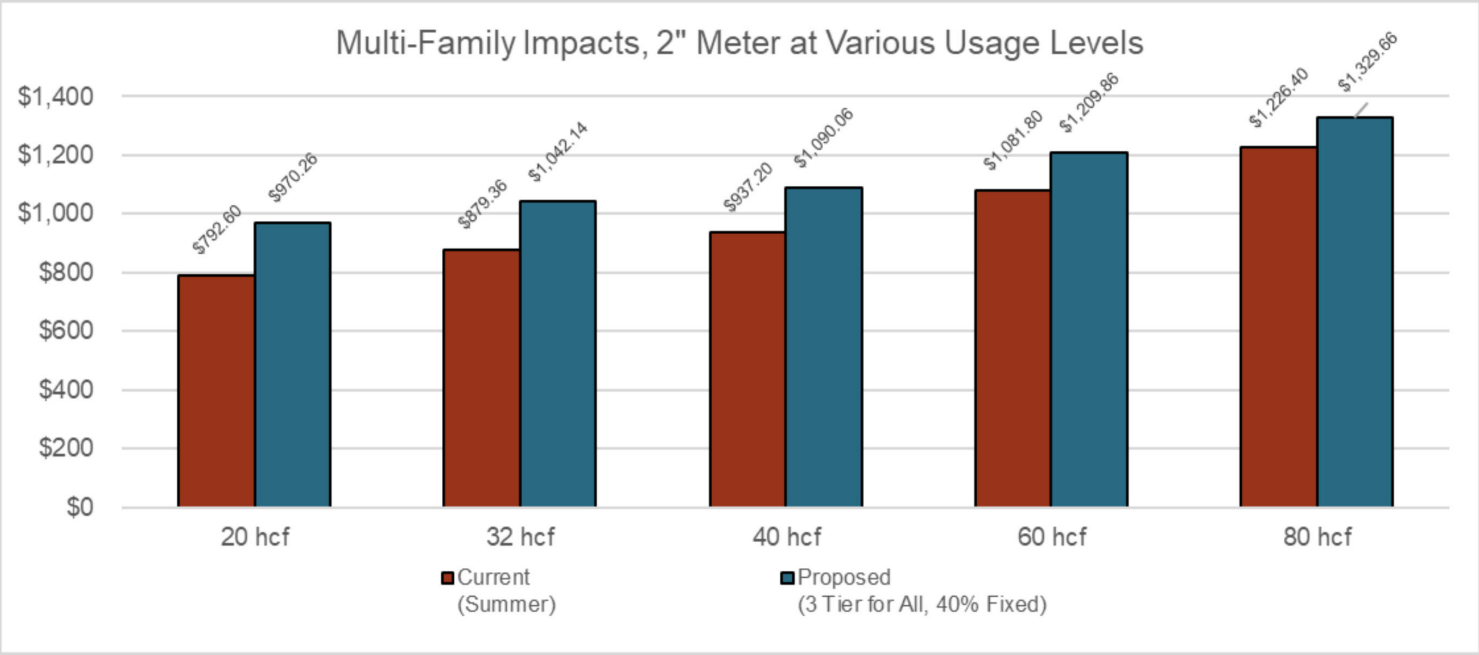
**(Recovers 40% of Total Rate Revenues)**

| Meter Size | Number of Connect. | Meters | Customer | Proposed Rates (Monthly) | Current Rates (Monthly) | Difference ($) |
|---|---|---|---|---|---|---|
| 5/8" | 2,020 | $51.07 | $16.68 | **$67.75** | $69.89 | *($2.14)* |
| 3/4" | 35 | $51.07 | $16.68 | **$67.75** | $69.89 | *($2.14)* |
| SFR 1" | 263 | $51.07 | $16.68 | **$67.75** | $69.89 | *($2.14)* |
| 1" | 124 | $127.67 | $16.68 | **$144.35** | $128.22 | *$16.13* |
| 1 1/2" | 71 | $255.34 | $16.68 | **$272.03** | $225.64 | *$46.39* |
| 2" | 63 | $408.55 | $16.68 | **$425.23** | $324.00 | *$101.23* |
| 3" | 8 | $893.70 | $16.68 | **$910.38** | $654.72 | *$255.66* |
| 4" | 11 | $1,608.66 | $16.68 | **$1,625.34** | $1,011.98 | *$613.36* |
| 6" | 13 | $3,574.80 | $16.68 | **$3,591.48** | $1,981.63 | *$1,609.85* |

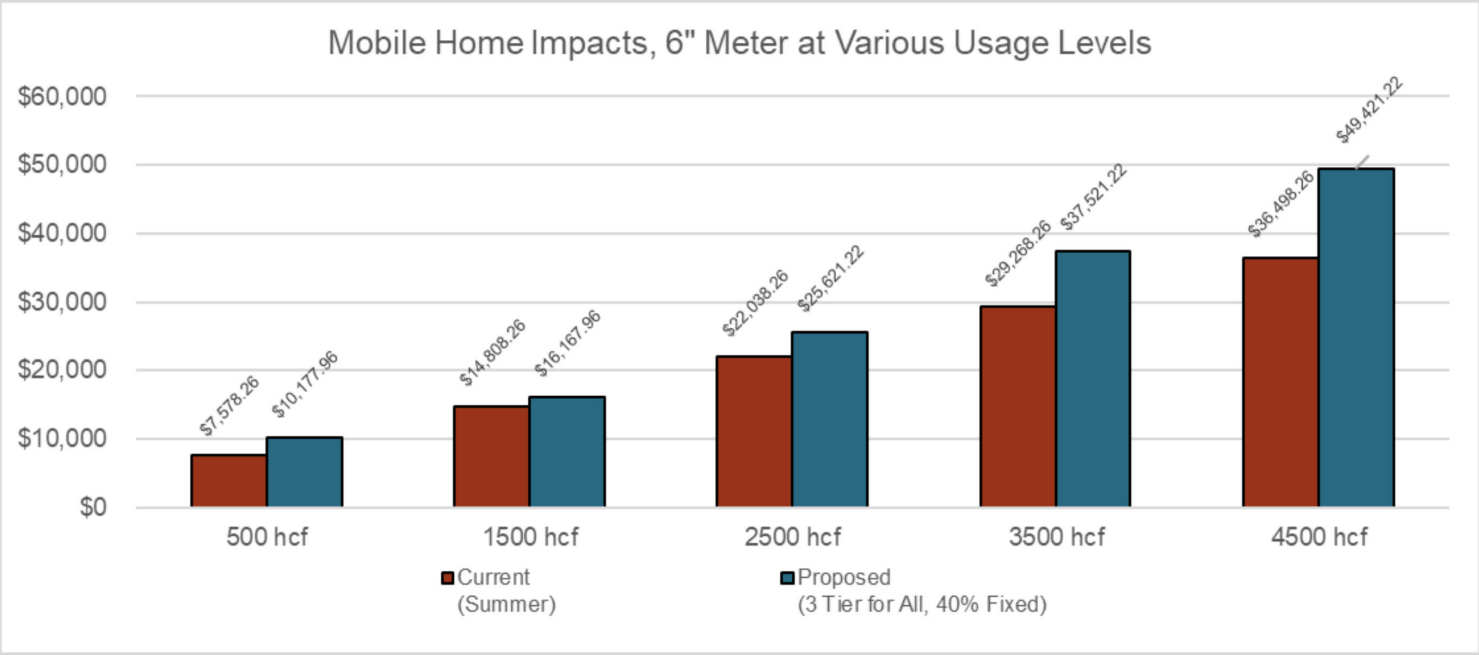
# Single-Family Residential (SFR) Bill Impacts



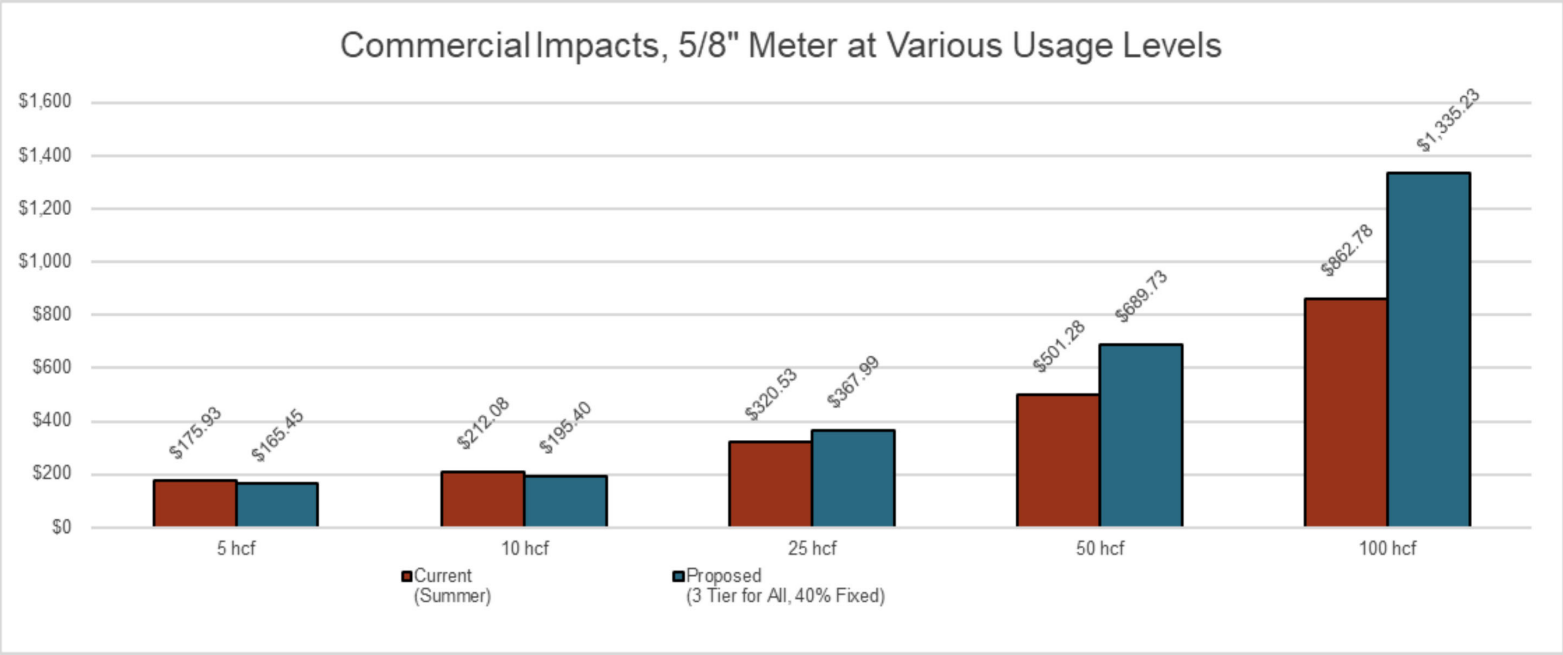
# Multi-Family Residential (MFR) Bill Impacts



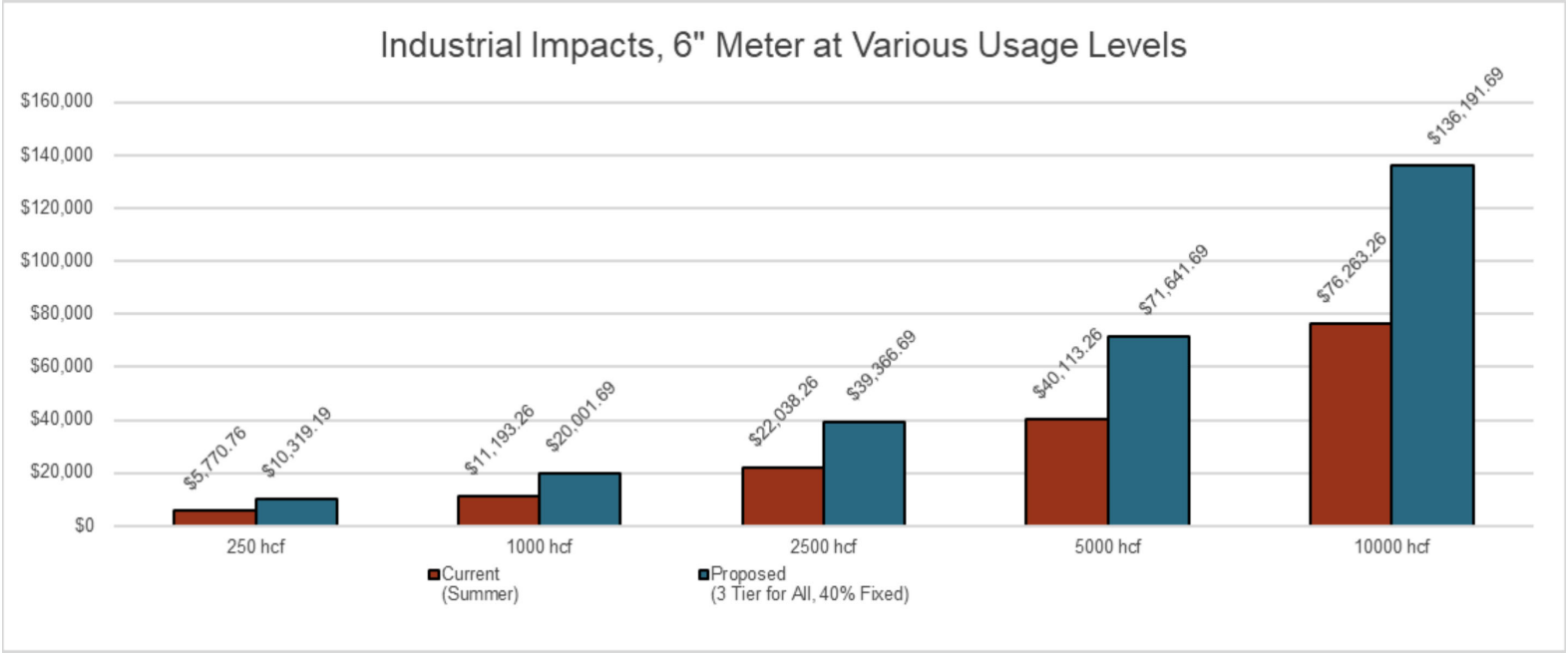
# Mobile Home Bill Impacts



# Commercial Bill Impacts



# Industrial Bill Impacts



# Other Water Rates



# Proposed Private Fire Charges, by Fireline Diameter

| Fireline Size | Number of Accounts | Fire Component | Customer Component | Proposed Rates (Monthly) | Current Rates (Monthly) | Difference ($) |
|---|---|---|---|---|---|---|
| 4“ | 57 | $41.71 | $16.68 | **$58.39** | $13.33 | *$45.06* |
| 6" | 29 | $126.17 | $16.68 | **$142.86** | $38.73 | *$104.13* |
| 8" | 15 | $276.73 | $16.68 | **$293.41** | $82.53 | *$210.88* |

Recovers the share of private fire flow capacity within the water system as well as customer service costs

# Elevation Surcharge – Evaluation



Total billed energy costs



Fixed costs of pumping and storage assets



De minimis amount of cost and revenue

| Elevation Zone | Calculated Rate ($/hcf) |
|---|---|
| Zone 2 | **$1.75** |
| Zone 3 | **$0.62** |
| Zone 4 | **$0.36** |

# Outside City Rate - Evaluation



There is a possible differential in cost



There are replacement projects paid for by all customers that only benefit Inside City customers



A differential based on this approach may be considered as a fee in lieu of taxes



A rate differential is not warranted

# Drought Rates/Surcharges

# Drought Rates Discussion

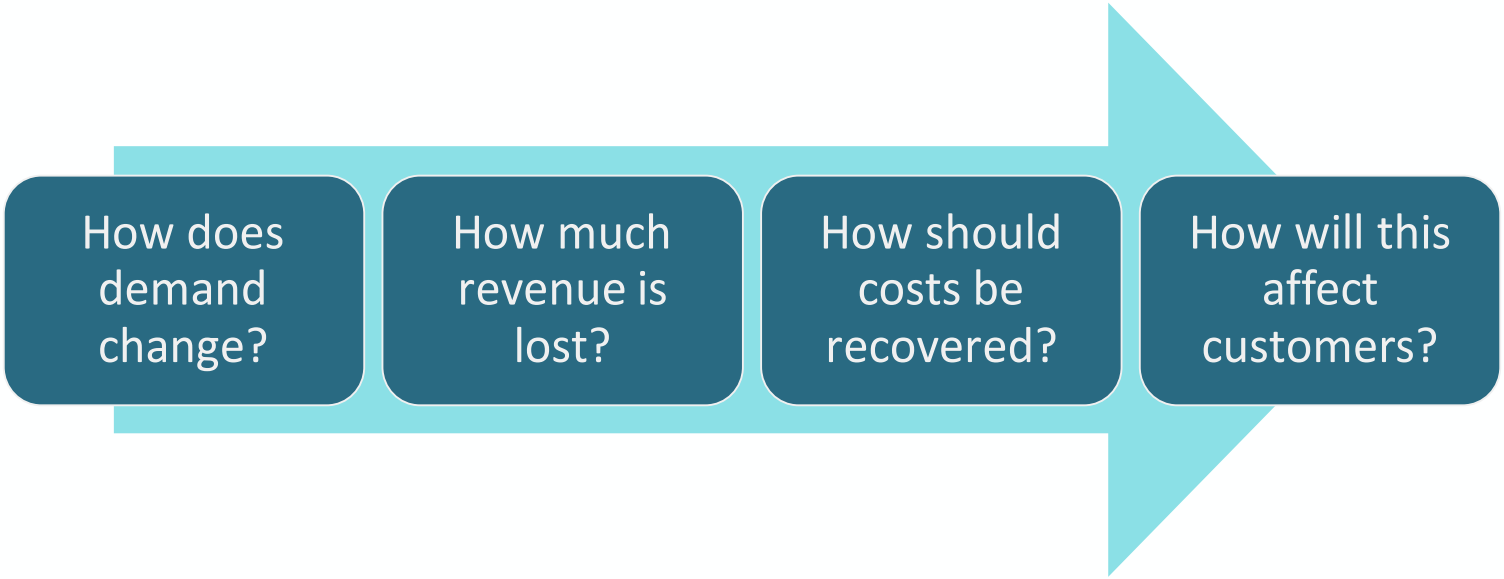
## Drought Penalties

- Utilizes price to enforce water rationing
- Not intended to be revenue generating
- A violation not based on cost of service
- Not subject to Prop. 218

## Drought Rates

- Recovers the financial cost of shortage
- Revenue generating mechanism
- Requires a nexus between the cost of providing service and the associated rates
- Subject to Prop. 218

# Steps In Developing Drought Rates

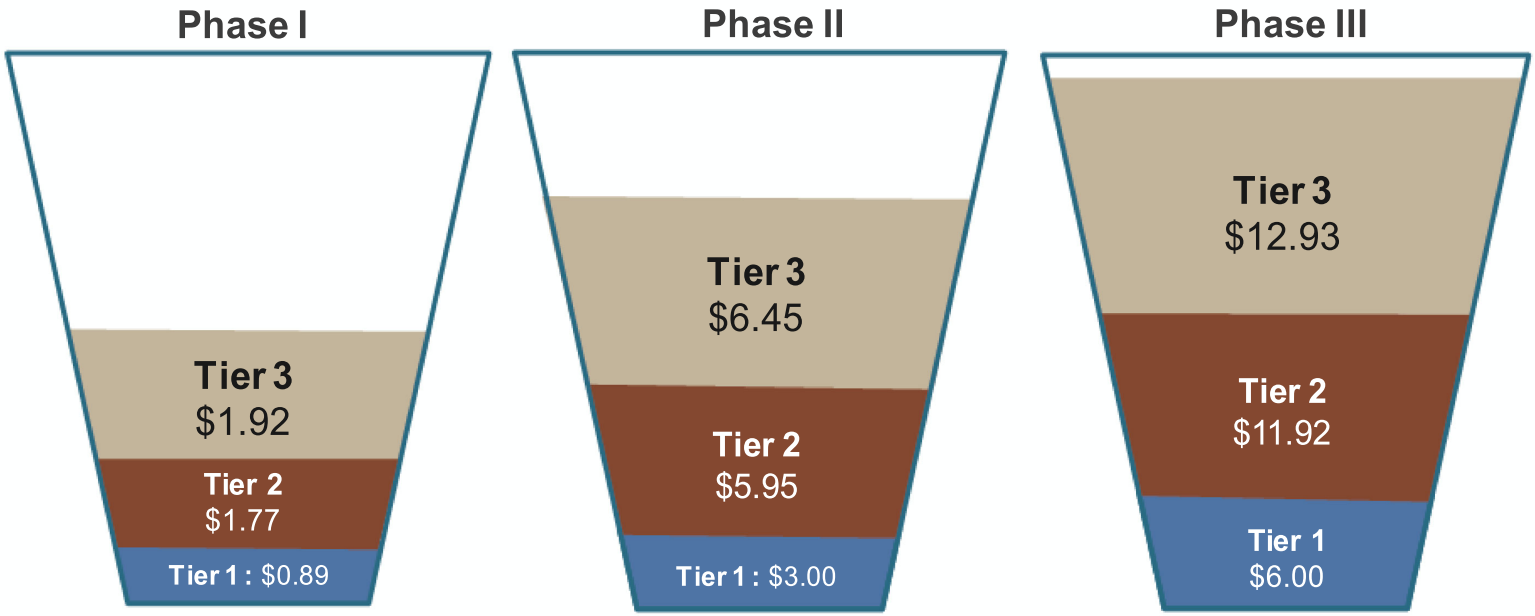


# Drought Stages and Demand

| Customer Class | Baseline Reduction | Phase I Target Reduction | Phase II Target Reduction | Phase III Target Reduction |
|---|---|---|---|---|
| Residential | 0.0% | 10.0% | 30.0% | 45.0% |
| Commercial | 0.0% | 10.0% | 20.0% | 30.0% |
| Industrial | 0.0% | 10.0% | 20.0% | 30.0% |
| Landscape Irrigation | 0.0% | 10.0% | 40.0% | 62.5% |

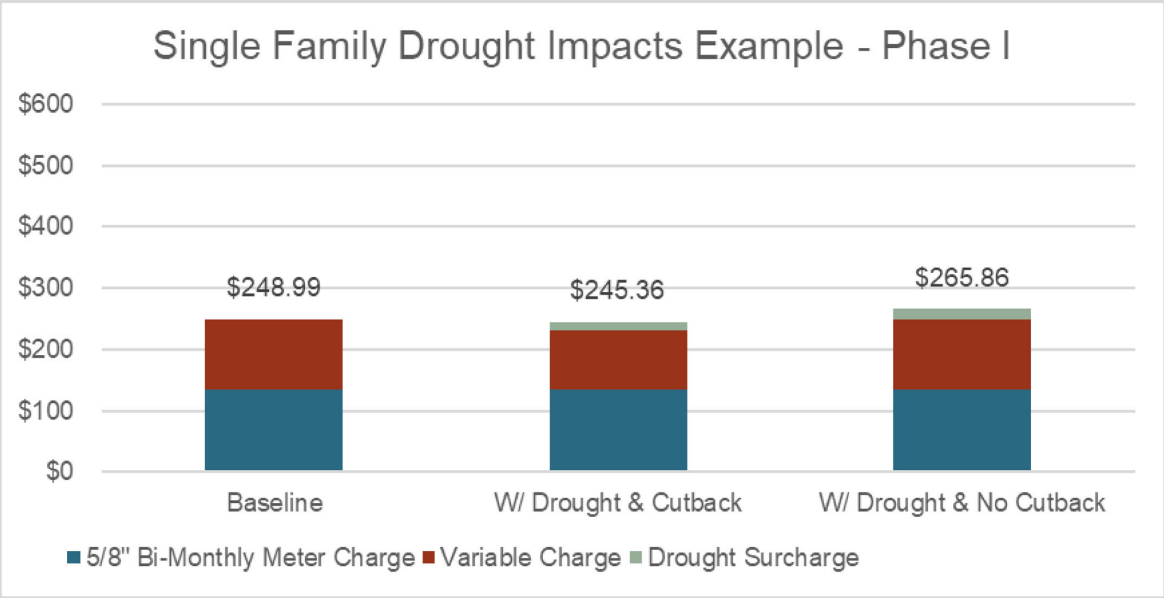
| Customer Class | Baseline Demand (HCF) | Phase I Demand (HCF) | Phase II Demand (HCF) | Phase III Demand (HCF) |
|---|---|---|---|---|
| Residential | 297,704 | 267,934 | 208,393 | 163,737 |
| Commercial | 132,276 | 119,049 | 105,821 | 92,594 |
| Industrial | 116,963 | 105,267 | 93,571 | 81,874 |
| Landscape Irrigation | 12,252 | 11,026 | 7,351 | 4,594 |
| **Total (HCF)** | **559,196** | **503,276** | **415,136** | **342,800** |
| **System Reduction Percentage** | ***#N/A*** | ***10%*** | ***26%*** | ***39%*** |
| **Reduced Commodity Revenue** | **$0** | **$721,922** | **$1,859,814** | **$2,793,675** |

# Proposed Drought Surcharges ($/HCF), by Shortage Phase



# Drought Rate Impacts:

## Single Family Residential, 15 HCF




*15 HCF is the approximate annual average level of use of the class*

# Wastewater Rates



# Wastewater Rate Structure

Proposed rates maintain the existing rate structure for all classes:



Single Family Residential: Fixed Base Charge and AWC Variable Charge



Multi-Family Residential: Fixed Charge by Meter Size and AWC Variable Charge

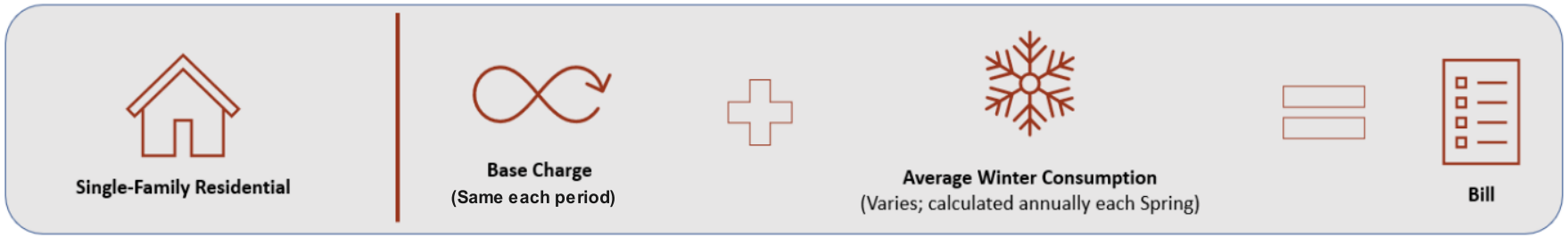


Non-residential: Fixed Charge by Meter Size and Variable Charge based on metered water

Updated rates will reflect changes to system costs, utilization of the system, and up-to-date cost allocations between classes

# SFR – Proposed Wastewater Rates –

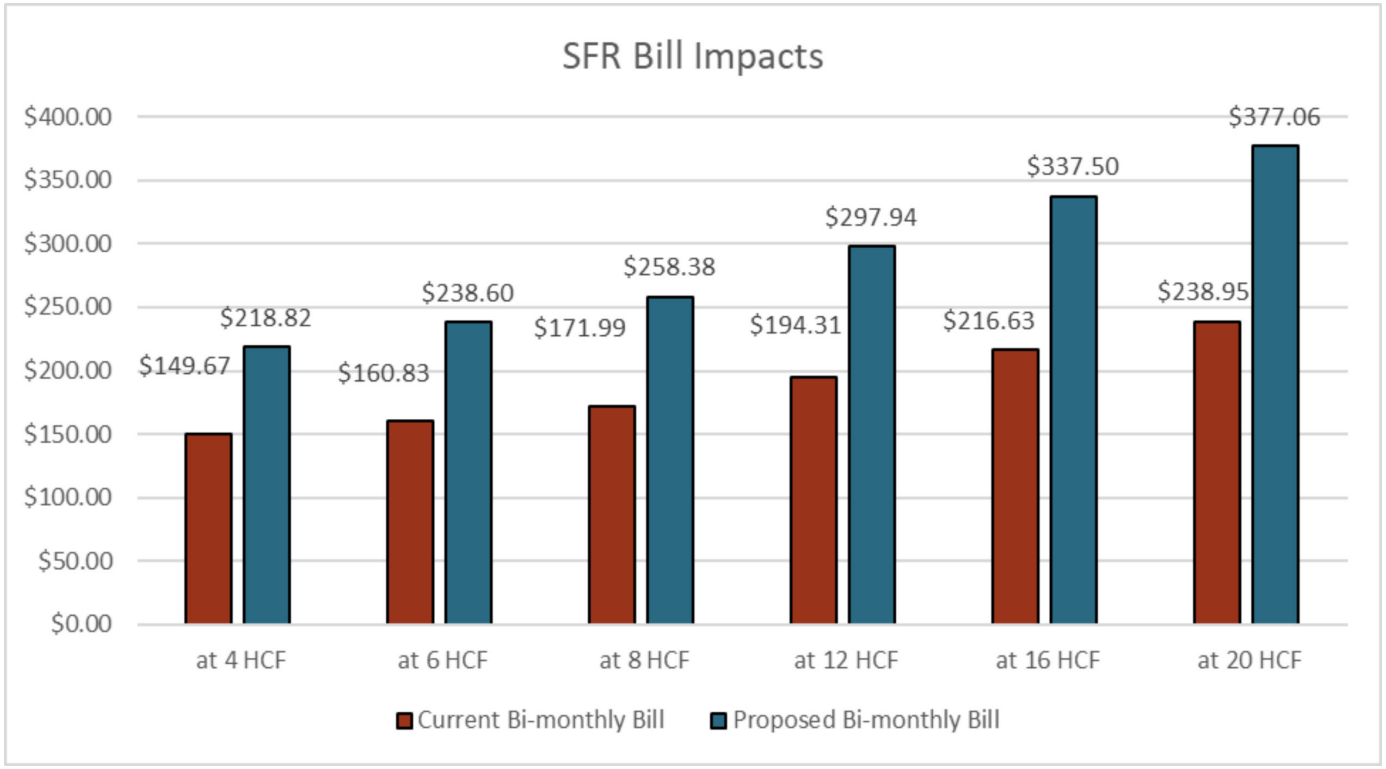
## (w/50% revenue increase)




**Current Rate**: $127.35
**Proposed Rate**: **$179.26**
***Change***: *$51.91*

**Current Rate**: $5.58
**Proposed Rate**: **$9.89**
***Change***: *$4.31*

# SFR Bill Impacts – Wastewater



# Proposed Non-Residential Fixed Charges

**(Includes Commercial users and MFR/Mobile Home)**

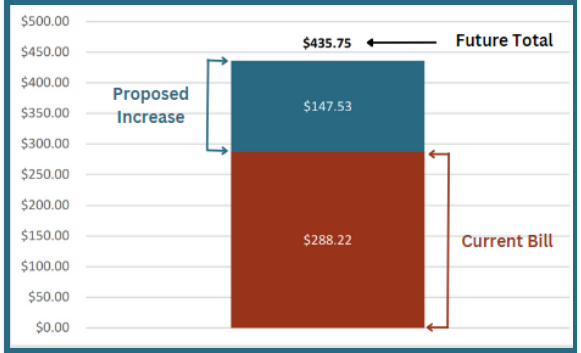
| Meter Size | Connections at Size | Meter Component | Customer Component | COS Rate ($) | Current Rate ($) | $ Change |
|---|---|---|---|---|---|---|
| 5/8" | 145 | $211.37 | $39.13 | **$250.51** | $176.68 | *$73.83* |
| 1" | 86 | $528.43 | $39.13 | **$567.57** | $441.72 | *$125.85* |
| 1.5" | 39 | $1,056.86 | $39.13 | **$1,096.00** | $883.42 | *$212.58* |
| 2" | 29 | $1,690.98 | $39.13 | **$1,730.12** | $1,413.48 | *$316.64* |
| 3" | 4 | $3,699.02 | $39.13 | **$3,738.16** | $2,826.98 | *$911.18* |
| 4" | 4 | $6,658.24 | $39.13 | **$6,697.37** | $4,417.14 | *$2,280.23* |
| 6" | 3 | $14,796.08 | $39.13 | **$14,835.22** | $8,834.28 | *$6,000.94* |

# Proposed Non-Residential Flow Rates ($/HCF)

| Non-Residential User Class | Proposed Rate ($/HCF) | Current Rate ($/HCF) | $ Change |
|---|---|---|---|
| Car Wash | **$6.73** | $3.86 | $2.87 |
| Religious Places/CC | **$7.28** | $4.29 | $2.99 |
| Commercial | **$8.42** | $5.07 | $3.35 |
| Groceries and Mortuaries | **$20.65** | $13.62 | $7.03 |
| Laundry | **$7.46** | $4.42 | $3.04 |
| Mixed Retail | **$13.50** | $8.52 | $4.98 |
| Lodging with Food | **$15.83** | $10.22 | $5.61 |
| Lodging without Food | **$9.00** | $5.54 | $3.46 |
| Restaurant | **$20.30** | $13.50 | $6.80 |
| Napa Valley College | **$7.18** | $4.22 | $2.96 |
| Service Station | **$9.55** | $5.83 | $3.72 |
| Winery Pre-Treated | **$8.87** | $5.39 | $3.48 |
| Winery Non-Treated | **$34.27** | $23.75 | $10.52 |
| Schools | **$7.17** | $2.10 | $5.07 |

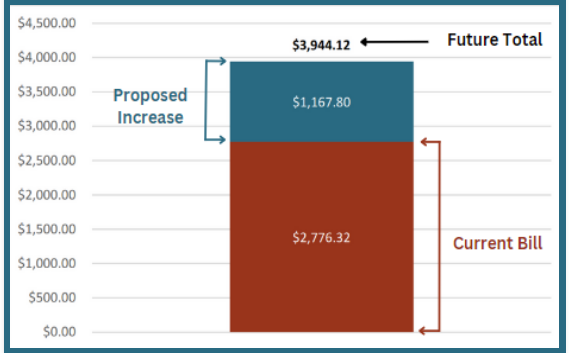
# Non-Residential Bill Impacts – Wastewater

## Commercial



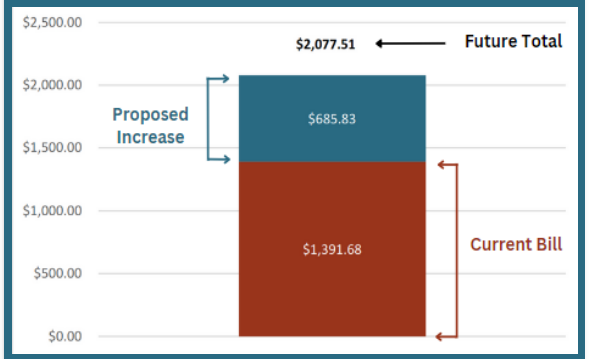

5/8" Meter Size | 22hcf Usage
Proposed Strength Charge: $8.42/hcf

## Lodging




2" Meter Size | 246hcf Usage
Proposed Strength Charge: $9.00/hcf

## Restaurant




5/8" Meter Size | 90hcf Usage
Proposed Strength Charge: $20.30/hcf

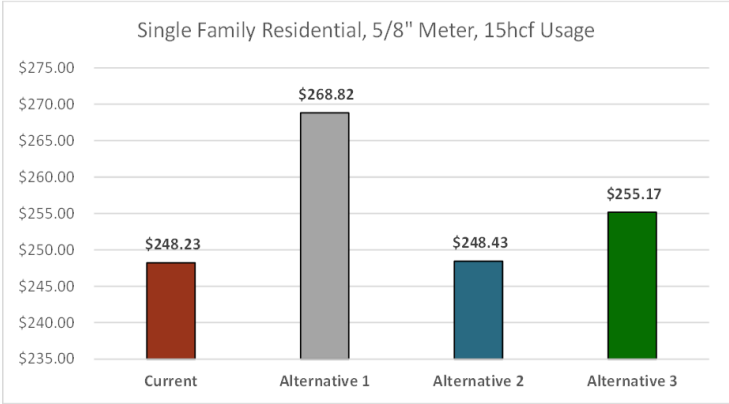
RAFTELIS

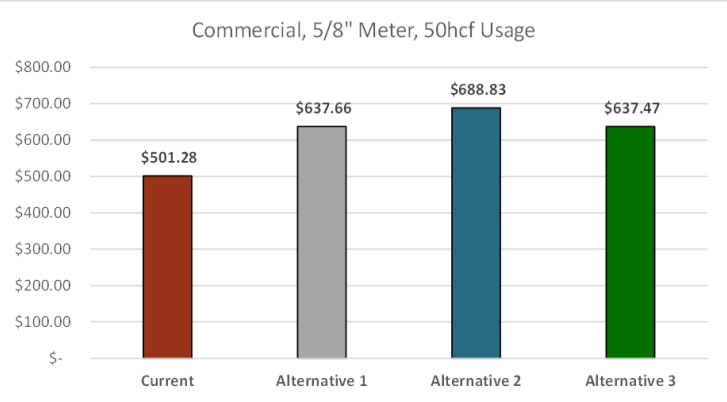
# Thank you

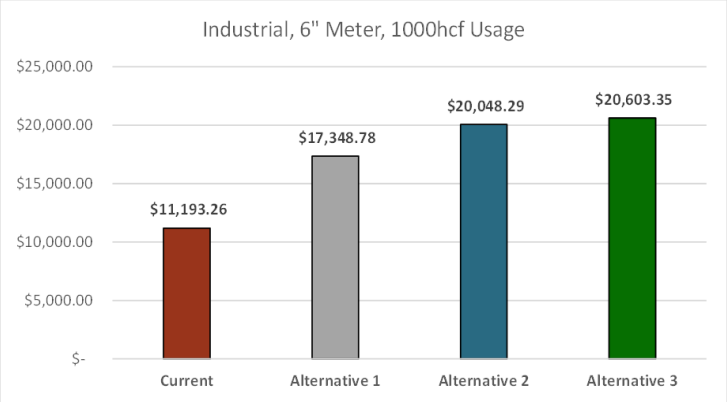
**Contacts:**

Kevin Kostiuk – 213.262.9309 / kkostiuk@raftelis.com
Jim Armstrong – jarmstrong@raftelis.com
Nancy Phan – 206.707.9150 / nphan@raftelis.com

# Bill Impacts Based on Average Usage



# Multi-Year Rate Adoption



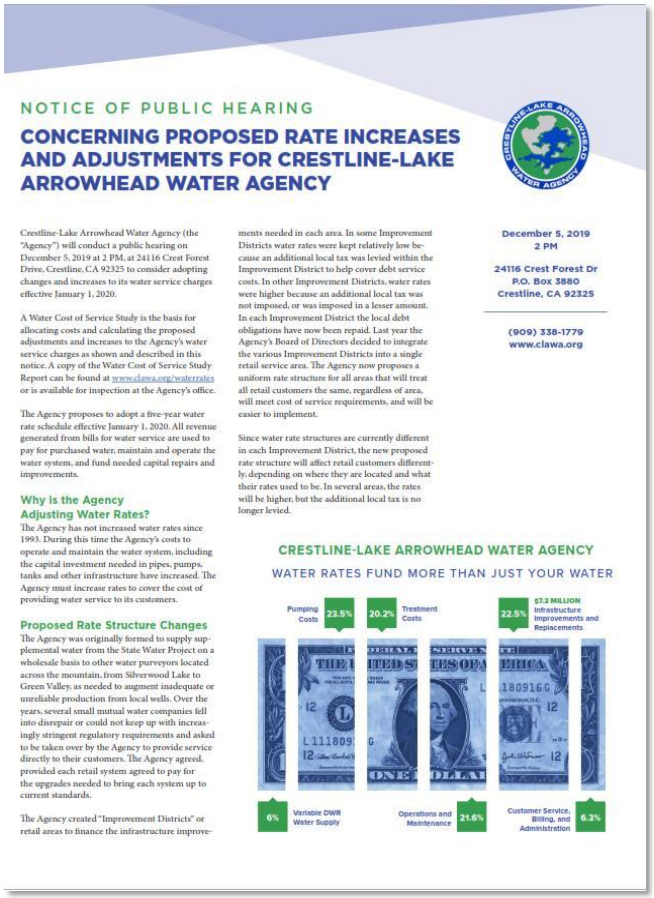
**Multi-year plan / rate adoption does not replace the annual budgeting process**



**Annual financial plan update is a best practice even with multi-year rate adoption**



**Council can always implement rates lower than noticed without triggering 218 procedures**



NOTICE OF PUBLIC HEARING

**CONCERNING PROPOSED RATE INCREASES AND ADJUSTMENTS FOR CRESTLINE-LAKE ARROWHEAD WATER AGENCY**

Crestline-Lake Arrowhead Water Agency (the "Agency") will conduct a public hearing on December 5, 2019 at 2 PM, at 24116 Crest Forest Drive, Crestline, CA 92325 to consider adopting changes and increases to its water service charges effective January 1, 2020.

A Water Cost of Service Study is the basis for allocating costs and calculating the proposed adjustments and increases to the Agency's water service charges as shown and described in this notice. A copy of the Water Cost of Service Study Report can be found at www.clawa.org/waterrates or is available for inspection at the Agency's office.

The Agency proposes to adopt a five-year water rate schedule effective January 1, 2020. All revenue generated from bills for water service are used to pay for purchased water, maintain and operate the water system, and fund needed capital repairs and improvements.

**Why is the Agency Adjusting Water Rates?**

The Agency has not increased water rates since 1993. During this time the Agency's costs to operate and maintain the water system, including the capital investment needed in pipes, pumps, tanks and other infrastructure have increased. The Agency must increase rates to cover the cost of providing water service to its customers.

**Proposed Rate Structure Changes**

The Agency was originally formed to supply supplemental water from the State Water Project on a wholesale basis to other water purveyors located across the mountain, from Silverwood Lake to Green Valley, as needed to augment inadequate or unreliable production from local wells. Over the years, several small mutual water companies fell into disrepair or could not keep up with increasingly stringent regulatory requirements and asked to be taken over by the Agency to provide service directly to their customers. The Agency agreed, provided each retail system agreed to pay for the upgrades needed to bring each system up to current standards.

The Agency created "Improvement Districts" or retail areas to finance the infrastructure improvements needed in each area. In some Improvement Districts water rates were kept relatively low because an additional local tax was levied within the Improvement District to help cover debt service costs. In other Improvement Districts, water rates were higher because an additional local tax was not imposed, or was imposed in a lesser amount. In each Improvement District the local debt obligations have now been repaid. Last year the Agency's Board of Directors decided to integrate the various Improvement Districts into a single retail service area. The Agency now proposes a uniform rate structure for all areas that will treat all retail customers the same, regardless of area, will meet cost of service requirements, and will be easier to implement.

Since water rate structures are currently different in each Improvement District, the new proposed rate structure will affect retail customers differently, depending on where they are located and what their rates used to be. In several areas, the rates will be higher, but the additional local tax is no longer levied.

**December 5, 2019**
**2 PM**

**24116 Crest Forest Dr**
**P.O. Box 3880**
**Crestline, CA 92325**

**(909) 338-1779**
**www.clawa.org**

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

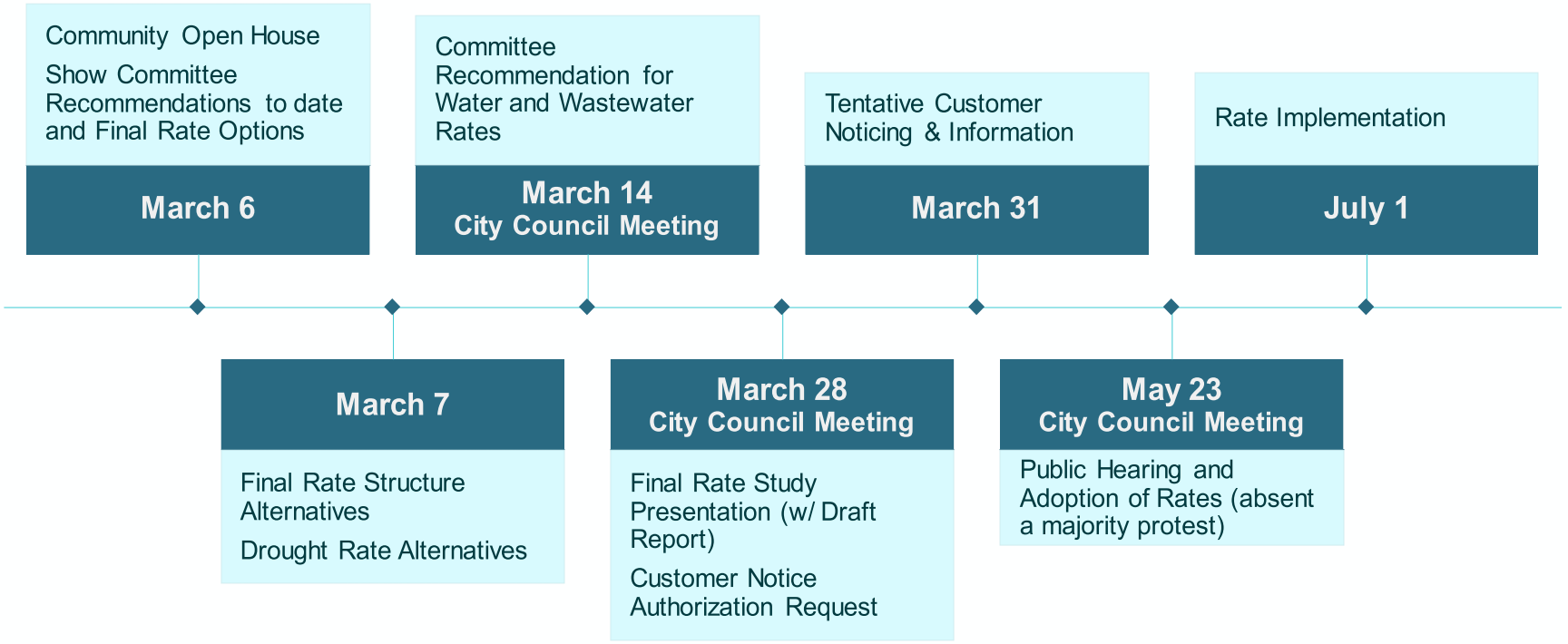
WATER RATES FUND MORE THAN JUST YOUR WATER

Pumping Costs 23.5%
20.2% Treatment Costs
22.5% $7.2 MILLION Infrastructure Improvements and Replacements
6% Variable DWR Water Supply
Operations and Maintenance 21.6%
Customer Service, Billing, and Administration 6.3%

Example of Proposition 218 Notice, CLAWA, 2019

# Noticing and Public Hearing Process

# Recent and Upcoming Dates



# Suggested Motion

**Move to accept committee recommendations relating to:**

- **Capital Improvement Program,**
- **Financial Plan Scenarios,**
- **Alternative 2 rate structure, and**

- **Direct City Manager to proceed with Proposition 218 notification and rate implementation processes.**

# Questions & Discussion

# Alternative 1 Water Use Rate Components
## (35% Fixed Revenue)

| Customer Class | Surface Water | Groundwater | Napa Water | Base | Peaking | Conservation |
|---|---|---|---|---|---|---|
| **Residential** | | | | | | |
| Tier 1 | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Tier 2 | | | ✓ | ✓ | ✓ | ✓ |
| Tier 3 | | | ✓ | ✓ | ✓ | ✓ |
| | | | | | | |
| **Commercial** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| | | | | | | |
| **Industrial** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| | | | | | | |
| **Landscape** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

# Alternative 1: Water Use Rates
## (35% Fixed Revenue)

| Customer Class | Water Supply | Base | Peaking | Conservation | Proposed Rate ($/hcf) | Current Rate ($/hcf) |
|---|---|---|---|---|---|---|
| **Residential** | | | | | | |
| Tier 1 (0-12 hcf) | $2.80 | $5.55 | $0.29 | $0.00 | **$8.64** | $6.87 |
| Tier 2 (13-24 hcf) | $6.86 | $5.55 | $1.37 | $0.93 | **$14.71** | $7.63 |
| Tier 3 (>24 hcf) | $6.86 | $5.55 | $2.46 | $0.93 | **$15.80** | $7.63 |
| | | | | | | |
| **Commercial** | $4.15 | $5.55 | $0.34 | $0.31 | **$10.34** | $6.87 / $7.63 |
| | | | | | | |
| **Industrial** | $4.15 | $5.55 | $1.19 | $0.31 | **$11.19** | $6.87 / $7.63 |
| | | | | | | |
| **Landscape Irrigation** | $4.15 | $5.55 | $1.42 | $0.31 | **$11.42** | $6.87 / $7.63 |

# Alternative 1: Fixed Service Charges
## (35% Fixed Revenue)

| Meter Size | Number of Connect. | AWWA Ratio (5/8" Base) | Eq Meter | Meters | Customer | Proposed Rates (Monthly) | Current Rates (Monthly) | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|---|---|
| 5/8" | 2,020 | 1.00 | 2,020 | $43.98 | $16.21 | **$60.19** | $69.89 | *($9.70)* | *-14%* |
| 3/4" | 35 | 1.00 | 35 | $43.98 | $16.21 | **$60.19** | $69.89 | *($9.70)* | *-14%* |
| SFR 1" | 263 | 1.00 | 263 | $43.98 | $16.21 | **$60.19** | $69.89 | *($9.70)* | *-14%* |
| 1" | 124 | 2.50 | 310 | $109.95 | $16.21 | **$126.17** | $128.22 | *($2.05)* | *-2%* |
| 1 1/2" | 71 | 5.00 | 353 | $219.91 | $16.21 | **$236.12** | $225.64 | *$10.48* | *5%* |
| 2" | 63 | 8.00 | 506 | $351.85 | $16.21 | **$368.07** | $324.00 | *$44.07* | *14%* |
| 3" | 8 | 17.50 | 141 | $769.68 | $16.21 | **$785.89** | $654.72 | *$131.17* | *20%* |
| 4" | 11 | 31.50 | 347 | $1,385.43 | $16.21 | **$1,401.64** | $1,011.98 | *$389.66* | *39%* |
| 6" | 13 | 70.00 | 913 | $3,078.73 | $16.21 | **$3,094.94** | $1,981.63 | *$1,113.31* | *56%* |

# Alternative 3 Water Use Rate Components-

## (Tiers differentiated by source of supply, 50% Fixed)

| Customer Class | Surface Water | Groundwater | Napa Water | Base | Peaking | Conservation |
|---|---|---|---|---|---|---|
| **All Classes** | | | | | | |
| Tier 1 | ✓ | | | ✓ | | |
| Tier 2 | | ✓ | | ✓ | | ✓ |
| Tier 3 | | | ✓ | ✓ | | ✓ |

# Alternative 3: Water Use Rates
## (Tiers differentiated by source of supply, 50% Fixed)

| | Water Supply | Base | Peaking | Conservation | Proposed Rate ($/hcf) | Current Rate ($/hcf) |
|---|---|---|---|---|---|---|
| **All Classes** | | | | | | |
| Tier 1 (0-11 hcf) | $0.46 | $3.88 | $0.00 | $0.00 | **$4.34** | $6.87 |
| Tier 2 (11-15 hcf) | $5.87 | $3.88 | $0.00 | $0.38 | **$10.13** | $7.63 |
| Tier 3 (>15 hcf) | $6.86 | $3.88 | $0.00 | $0.56 | **$11.31** | $7.63 |

# Alternative 3: Fixed Service Charges
## (Recovers 50% of Total Rate Revenues)

| Meter Size | Number of Connect. | AWWA Ratio (5/8" Base) | Eq Meter | Meters | Customer | Proposed Rates (Monthly) | Current Rates (Monthly) | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|---|---|
| 5/8" | 2,020 | 1.00 | 2,020 | $67.02 | $16.21 | **$83.24** | $69.89 | *$13.35* | *19%* |
| 3/4" | 35 | 1.00 | 35 | $67.02 | $16.21 | **$83.24** | $69.89 | *$13.35* | *19%* |
| SFR 1" | 263 | 1.00 | 263 | $67.02 | $16.21 | **$83.24** | $69.89 | *$13.35* | *19%* |
| 1" | 124 | 2.50 | 310 | $167.56 | $16.21 | **$183.77** | $128.22 | *$55.55* | *43%* |
| 1 1/2" | 71 | 5.00 | 353 | $335.12 | $16.21 | **$351.33** | $225.64 | *$125.69* | *56%* |
| 2" | 63 | 8.00 | 506 | $536.19 | $16.21 | **$552.40** | $324.00 | *$228.40* | *70%* |
| 3" | 8 | 17.50 | 141 | $1,172.92 | $16.21 | **$1,189.13** | $654.72 | *$534.41* | *82%* |
| 4" | 11 | 31.50 | 347 | $2,111.26 | $16.21 | **$2,127.47** | $1,011.98 | *$1,115.49* | *110%* |
| 6" | 13 | 70.00 | 913 | $4,691.68 | $16.21 | **$4,707.89** | $1,981.63 | *$2,726.26* | *138%* |

Report to the City Council
Regular City Council - 14 Mar 2023

**Agenda Section:** **NEW BUSINESS**

**Subject:** **Implementation of a Fats, Oils, and Grease ("FOG") cloud-based management platform**

**CEQA Determination:** **Exempt**

**Prepared By:** Ian Dale, Environmental Services Tech

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

**Approved By:** Anil Comelo, City Manager

---

## BACKGROUND

The City of St. Helena has acquired a Fats, Oils, and Grease ("FOG") cloud-based management platform software through FOG BMP for food service establishments within City limits.

FOG control, enforcement codes and standards, water quality, public health & safety, Grease Separation Device (GSD) research and development, waste hauling, drain line cleaning, as well as FOG management consulting, are all areas of concern for environmental health.

Through the years, City staff has seen, firsthand, the negative impact fats, oils, and grease has on the drain systems of food service establishments (FSE's), our public sewer systems, wastewater treatment plant and the clean bodies of water they discharge into.

Staff has witnessed the significant financial burden mismanaged FOG is having on FSE's through emergency maintenance expenditures.

Due to the deterioration of our sewer system infrastructure and the significant health hazard FOG imposes, nationally mandated Municipal FOG Control Programs have emerged. The implementation of the FOG BMP program is the solution to this massive problem.

**DISCUSSION**

On December 17, 2022 the City obtained a software through FOG BMP to both monitor and provide educational materials for all grease generating facilities within City limits. The program offers a portal for each facility to monitor and input up to date documents for their grease interceptors as well as provide training that food service establishments can access for their staff.

FOG BMP is an interactive web-based program that connects Food Service Establishments, Liquid Waste Hauling Companies and Municipalities through the use of tools and training, enabling them to manage all aspects of FOG handling from one central hub.

Education, awareness and civic responsibility is the key to solving this difficult but manageable problem that communities are faced with all across our country.

Implementation of this FOG BMP program will have enormous effects downstream, from keeping the infrastructure of our community functioning as it was intended, to the preservation of clean rivers, streams, lakes and recreational water.

**FISCAL IMPACT**

The fiscal impact of this software is $2,000. This amount was authorized in FY 2023 from the Wastewater Collection Budget 571-5020-2153. The software was purchased in December 2022.

**RECOMMENDED ACTION**

Receive and file presentation from staff related to the implementation of the FOG BMP software platform and process.

**ATTACHMENTS**

Presentation

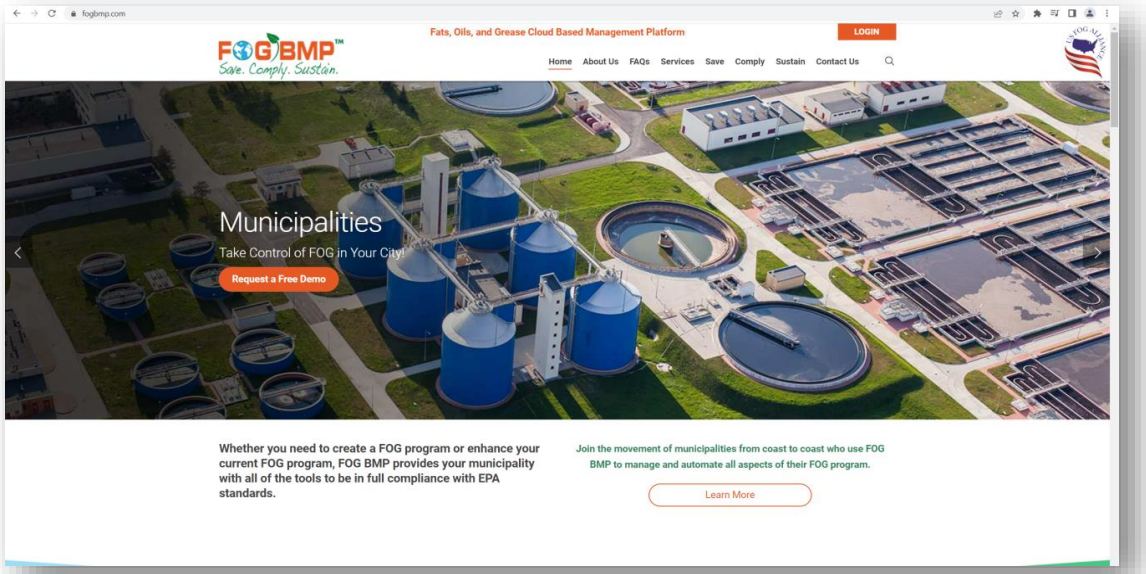
FOG BMP™

Save. Comply. Sustain.



FOGBMP™

FOGBMP is a cloud-based software program designed to support municipalities with the task of managing fats, oils and grease within our City.




BMP Compliance Group

FOGBMP™ provides municipalities with an interactive, single source platform that connects them with the FOG generating facilities, waste haulers and other pertinent stakeholders within our jurisdiction.




FOGBMP™ affords municipalities with a complete and comprehensive, EPA compliant, FOG Control Program.

BMP Compliance Group

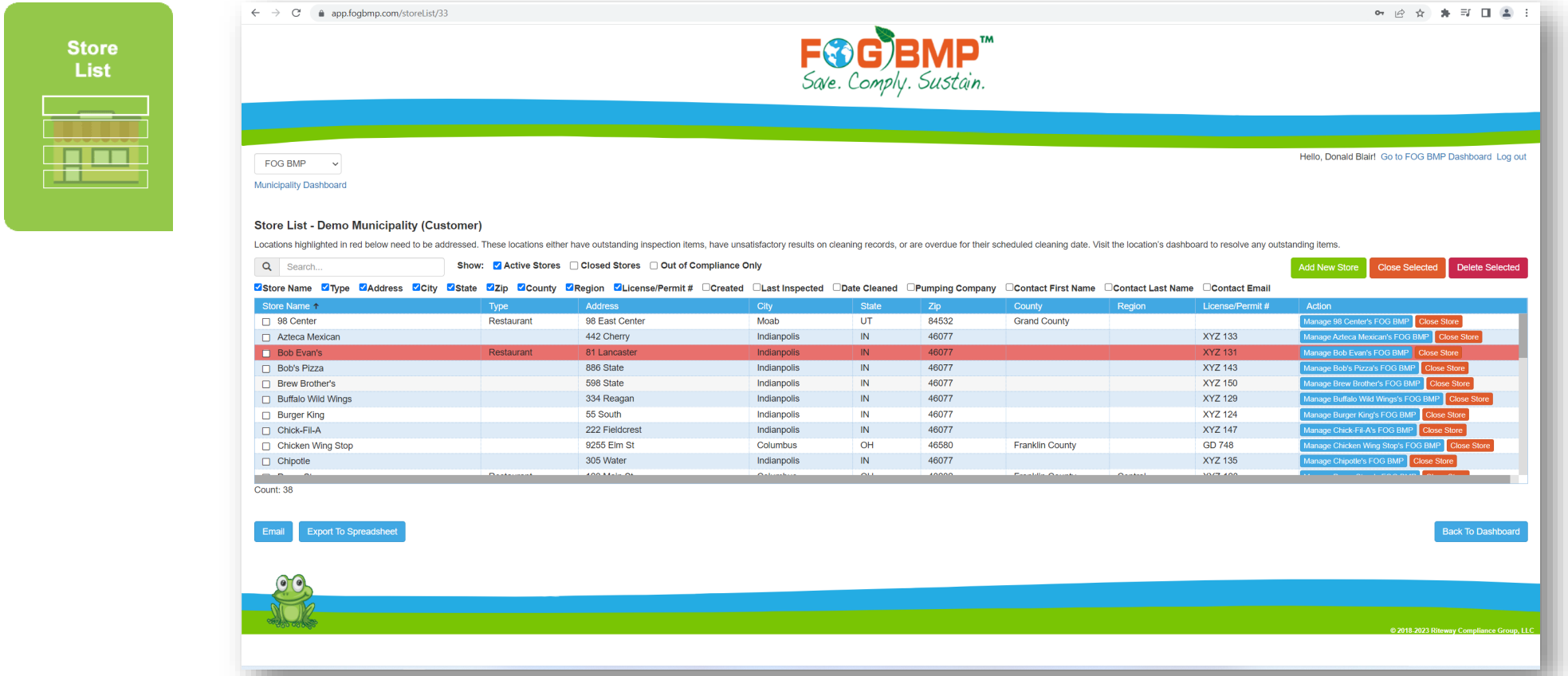
# Key Features




Main Municipal Dashboard

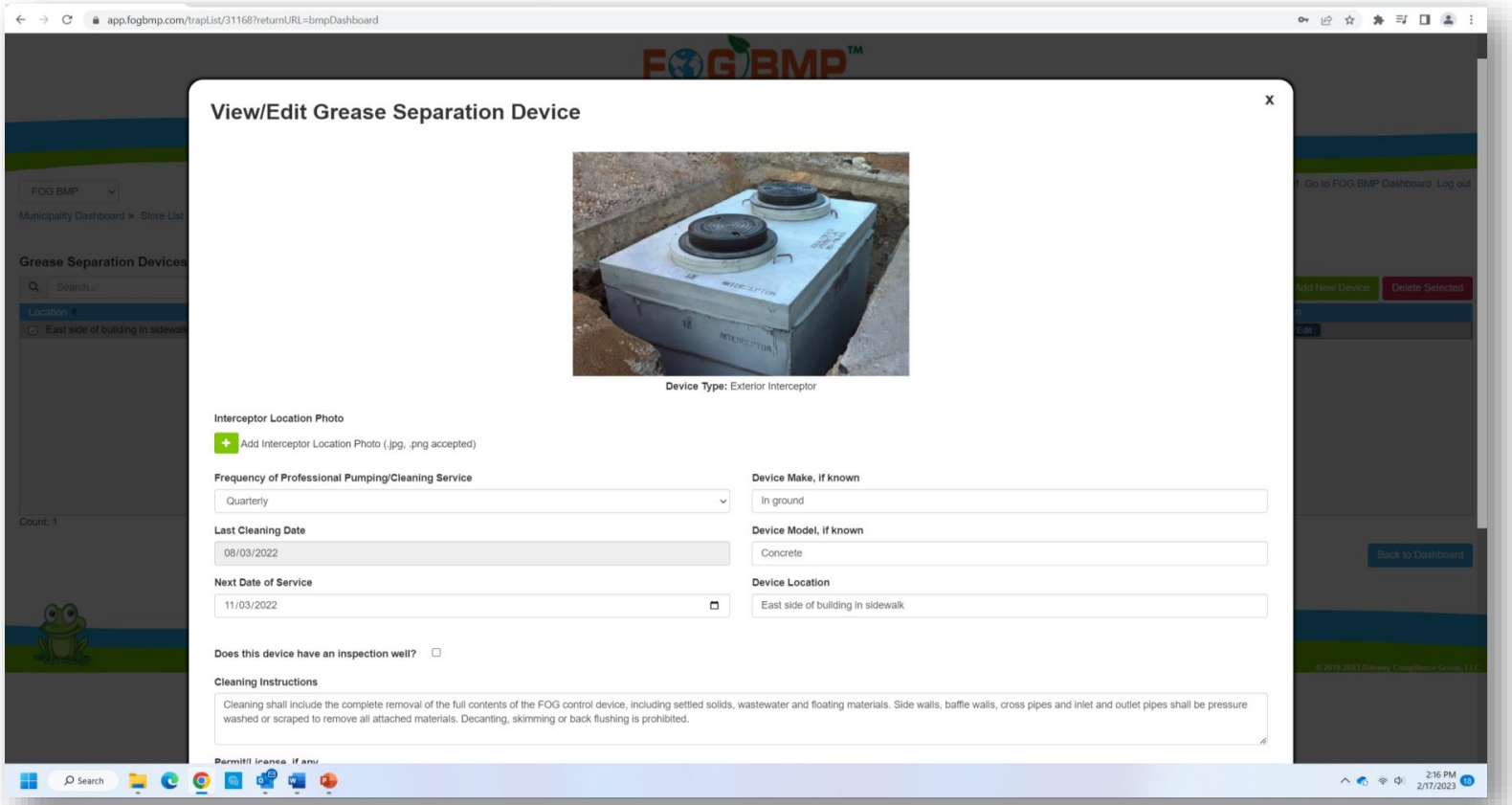
# Profiles all the FOG generating facilities in your jurisdiction.

**Store List**



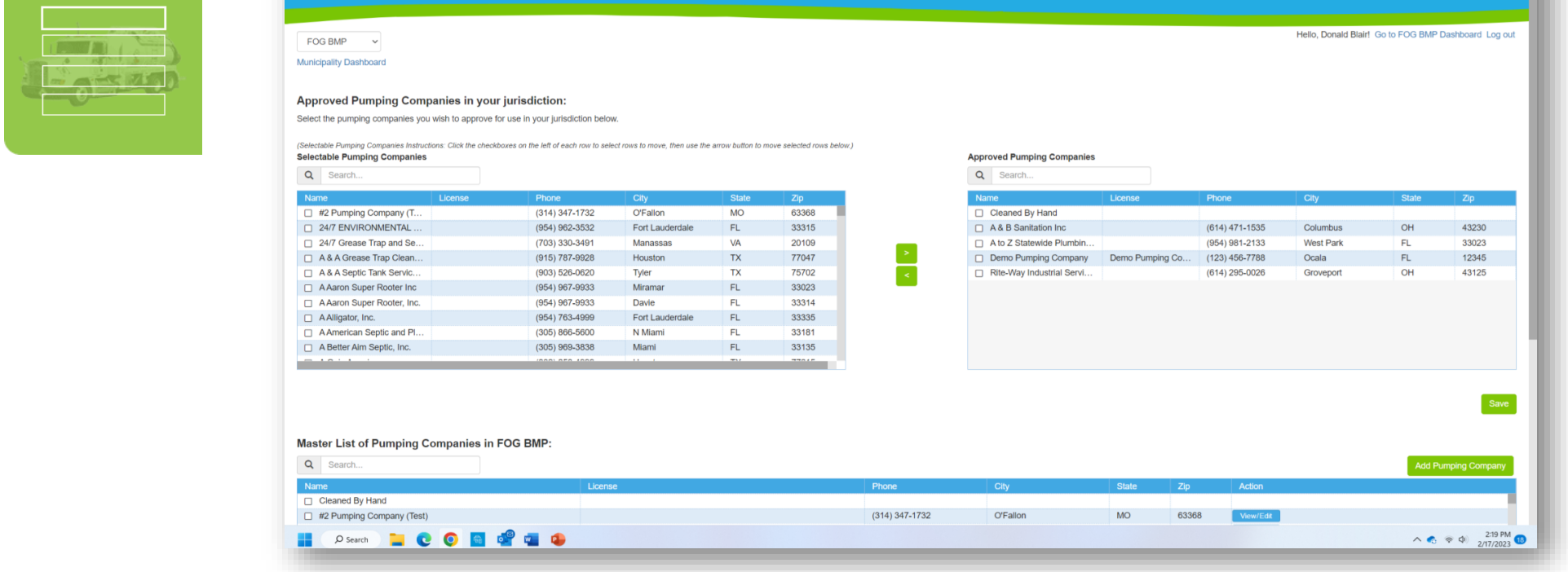
Profiles the grease separation device(s) within each facility.



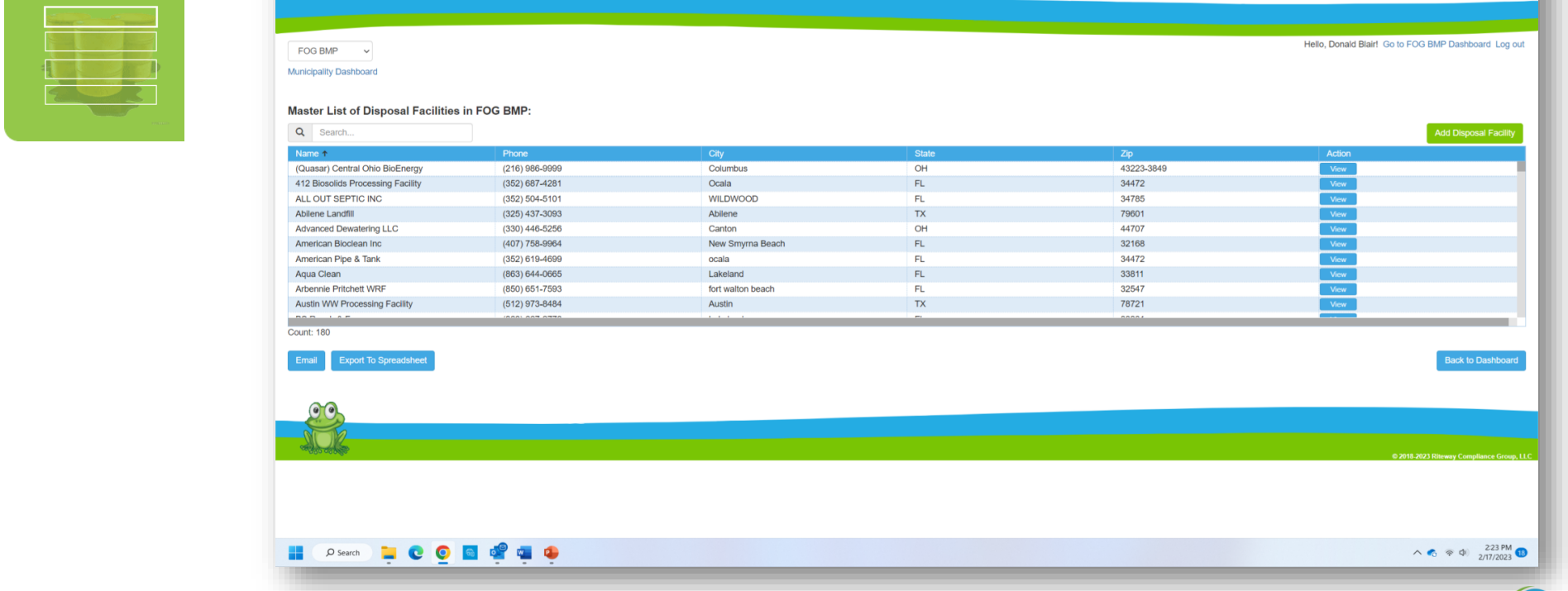
# Profiles all waste haulers that are registered/licensed in your jurisdiction

**Approved Pumping Company List**



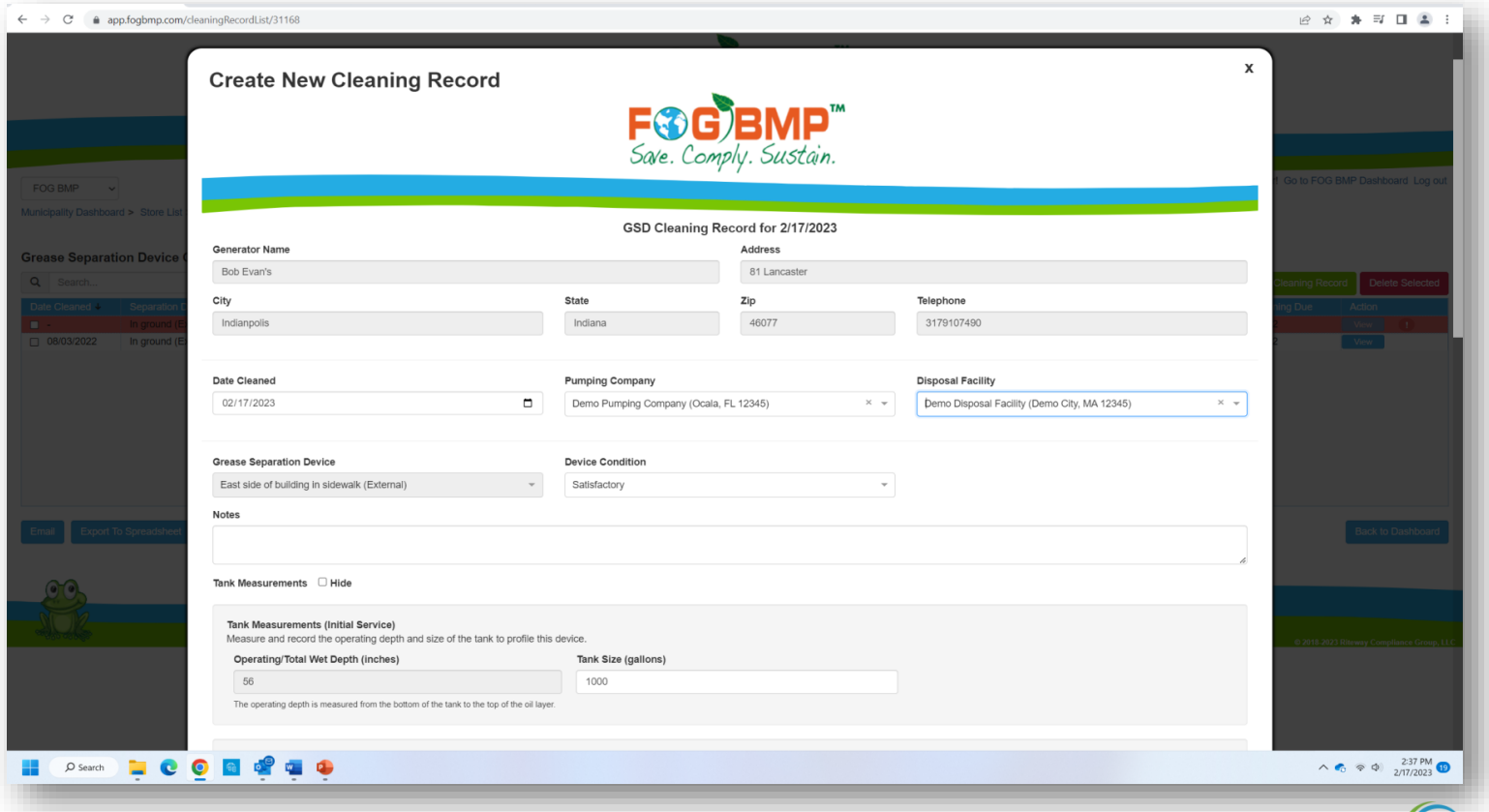
# Profiles all licensed and approved disposal facilities.

**Disposal Facilities List**



# Automated cleaning record submission with electronic cleaning logs for each facility.

**GSD Cleaning Log**

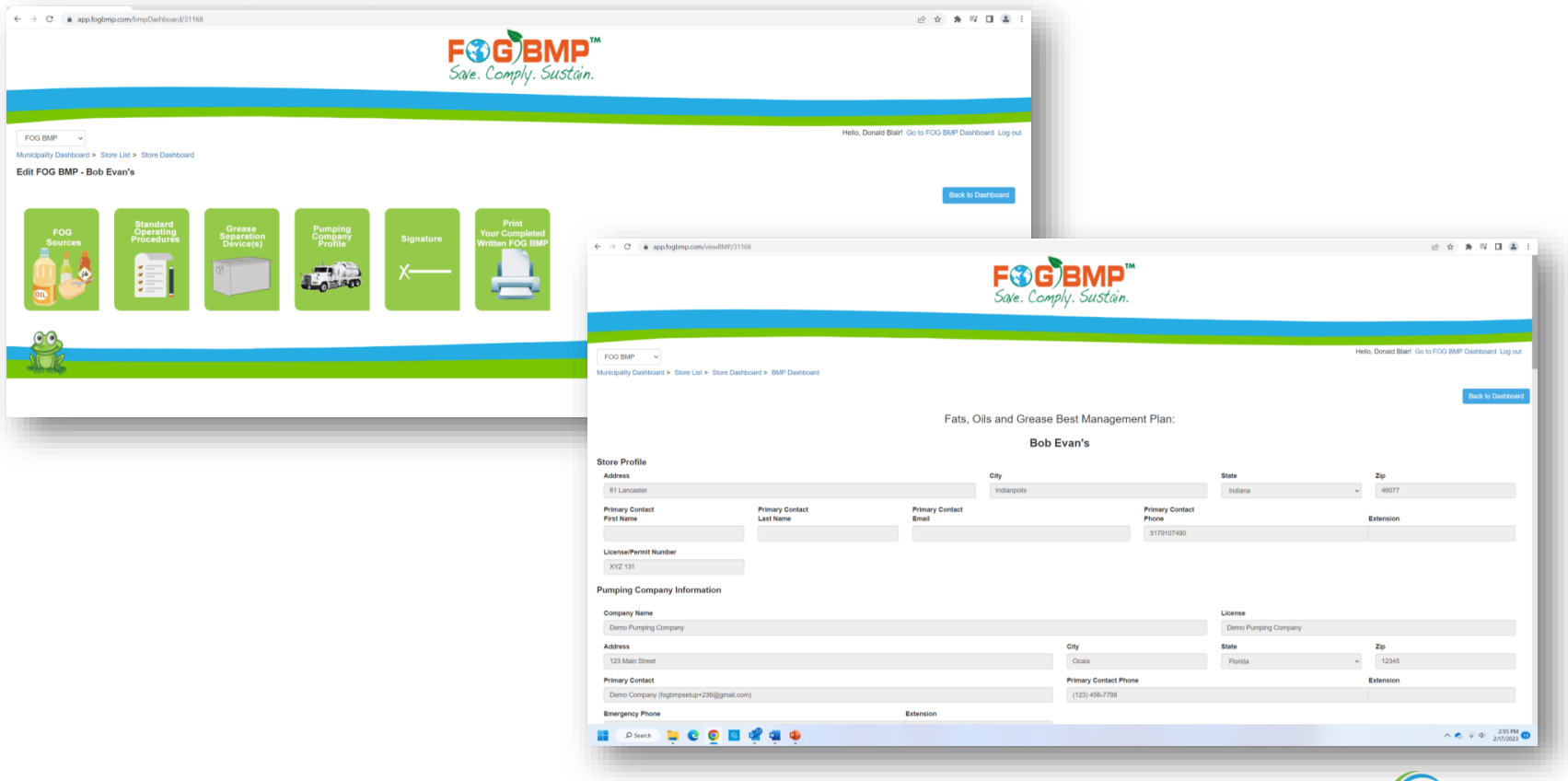


# Tracking and alerts for delinquent and missed grease trap cleanings



# Custom Fats, Oils and Grease Best Management Plan for each facility.



# Kitchen staff FOG training modules with certificates of completion.

